

# **EXHIBIT E-11**



## Child Welfare and Foster Placement Questionnaire

(Attach ACORD Applications)

D/C "6cl " &\$\$- Glen Allen, VA 230) ,

Telephone: (800) 431-1270 Fax: (804) 527-7966

Markel Agent Number: \_\_\_\_\_ ☐ New Agent

Named Insured: \_\_\_\_\_

Business Name: \_\_\_\_\_

Phone #: (\_\_\_\_) \_\_\_\_\_ Fax #: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Website: \_\_\_\_\_

Contact Person & Phone Number: \_\_\_\_\_

### Section 1 – General Information

1. Full description of all operation(s) and types of clients served: \_\_\_\_\_

2. Do you provide childcare services? ☐ Yes ☐ No If yes, complete the Daycare Application

3. Do you operate a non-public school? ☐ Yes ☐ No If yes, complete the School Questionnaire

4. Type of entity: ☐ For Profit ☐ Non-Profit ☐ Governmental/public ☐ Other: \_\_\_\_\_

5. Number of years in operation: \_\_\_\_\_ Years under present management: \_\_\_\_\_

\*If a new operation, or new leadership, send a copy of the CEO or director's resume.

6. a. Licensed by: \_\_\_\_\_

b. States where licensed: \_\_\_\_\_

c. Has license ever been suspended or revoked? ☐ Yes ☐ No If yes, provide details and explanation: \_\_\_\_\_

d. Has the organization received any citations from a licensing agency in the past 5 years? ☐ Yes ☐ No

e. If yes, provide details and explanation: \_\_\_\_\_

7. Are you accredited? ☐ Yes ☐ No If so, by which accreditation organization? \_\_\_\_\_

8. List Professional organization memberships: \_\_\_\_\_

9. a. What is your annual operating budget? \_\_\_\_\_

b. Breakdown of all funding sources by program: \_\_\_\_\_

10. Have you discontinued any programs in the past 5 years? ☐ Yes ☐ No If yes, please explain \_\_\_\_\_

11. If the organization has fundraising /special events, please complete the Special Events Supplement.

12. a. Have you been involved in any mergers or acquisitions in the past 3 years? ☐ Yes ☐ No

b. If yes, please provide full details: \_\_\_\_\_

13. Do you have a formal written safety and evacuation program in place? ☐ Yes ☐ No

14. Are there any swimming activities (on or off premises)? ☐ Yes ☐ No If yes, complete the swimming pool supplement.

**Section 2 – General Liability/Professional**

1. Total Number of Staff: \_\_\_\_\_; Annual Staff turnover rate \_\_\_\_\_%

**Staff List**

<u>Positions</u>	<u>No. Full Time Employees</u>	<u>No. Part Time Employees</u>	<u>No. Contracted</u>	<u>No. Licensed</u>	<u>Continuing Education Required</u>	<u>No. CE Hours Required Annually</u>
Administrators					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Certified Nurse Assistants					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Child Care workers					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Clerical					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Counselors					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Foster Parents (if employed)					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Houseparents/ Residential Staff					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Maintenance/ Janitorial					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Nurses, L.P.N.					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Nurses, R.N.					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Occupational Therapists					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Physical Therapists					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Physicians					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Psychiatrists					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Psychologists					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Social Workers					<input type="checkbox"/> Yes <input type="checkbox"/> No	
State Licensed Clinicians					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Teachers					<input type="checkbox"/> Yes <input type="checkbox"/> No	
Others: (List)					<input type="checkbox"/> Yes <input type="checkbox"/> No	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Is the staff required to report all incidences that may result in a claim? ☐ Yes ☐ No3. a. Are all incidents reviewed by the Organization? ☐ Yes ☐ Nob. If yes, is the data used to implement improved safety programs? ☐ Yes ☐ No

c. By who? \_\_\_\_\_

4. Are written records of all incidents filed with the state and kept by the agency? ☐ Yes ☐ No5. a. Are medications dispensed? ☐ Yes ☐ No

b. If yes, where are they stored? \_\_\_\_\_

c. Are they locked up whenever they're not being dispensed? ☐ Yes ☐ No

d. Who has the authority to dispense medications? \_\_\_\_\_

e. Can over-the-counter medicines be dispensed without written permission from a doctor? ☐ Yes ☐ Nof. Are written records kept as to time, type of medication, amount of dosage and who dispensed the medications? ☐ Yes ☐ No6. a. Are licensed staff required to carry their own malpractice insurance? ☐ Yes ☐ Nob. Does the organization provide coverage for all licensed staff? ☐ Yes ☐ No

c. What are the minimum limits required: \_\_\_\_\_

7. If contracted professionals are used, does the insured require them to sign a hold harmless or indemnification agreement?

☐ Yes ☐ No8. a. Are certificates of insurance required and kept in file for those contracted professionals? ☐ Yes ☐ No

b. If yes, what are the minimum limits of liability required? \_\_\_\_\_

9. a. Is a complete criminal background check required for all contract and employed staff members and volunteers? ☐ Yes ☐ No  
 b. If yes, check all you use: ☐ County criminal record search ☐ State criminal record search  
☐ National criminal index search ☐ State prison search ☐ Federal prison search ☐ Sex offender search  
☐ Criminal index search ☐ Nationwide U.S. Wants & Warrants search ☐ Teacher license ☐ FBI ☐ Education verification?
10. Are formal written procedures in place for staff hiring? ☐ Yes ☐ No
11. Are prior employment and personal references verified prior to hiring? ☐ Yes ☐ No
12. Are licenses and other credentials verified prior to hiring? ☐ Yes ☐ No
13. a. Do you have volunteers? ☐ Yes ☐ No  
 b. Total number of volunteers: \_\_\_\_\_  
 c. Describe the volunteers' duties \_\_\_\_\_  
 \_\_\_\_\_  
 d. Are any volunteers working off court-mandated community service? ☐ Yes ☐ No  
 e. If yes, explain: \_\_\_\_\_
14. a. Do you handle clients' money, bills or finances of any type? ☐ Yes ☐ No  
 b. If yes, explain what is handled and what controls are in place \_\_\_\_\_  
 \_\_\_\_\_  
 c. Have there been any claims or suits, or do you know of any incidents that could result in a claim or suit of any type relating to handling of finances? ☐ Yes ☐ No  
 d. If yes, explain. \_\_\_\_\_  
 \_\_\_\_\_
15. a. Do you operate a crisis hotline? ☐ Yes ☐ No  
 b. If yes, describe types of calls, staff qualifications \_\_\_\_\_  
 \_\_\_\_\_
16. Are all staff members and volunteers formally trained and certified in the type of counseling they're doing? ☐ Yes ☐ No
17. Are clients referred to specialists when appropriate? ☐ Yes ☐ No
18. Are files maintained to protect confidentiality of clients? ☐ Yes ☐ No
19. a. Do you currently carry professional liability insurance? ☐ Yes ☐ No  
 b. If yes, indicate limits, carrier, occurrence or claims made & retro date (if any) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### Section 3 – Abuse and Molestation

1. Does your staff/volunteer employment application and foster parent recruitment package include questions about whether the individual has ever been convicted of any crime, including sex-related or child-abuse related offenses? ☐ Yes ☐ No
2. Do you have a written procedure for dealing with abuse and molestation? ☐ Yes ☐ No
3. Do you have a plan of supervision that monitors staff in day-to-day relationships with clients, both on and off premises?  
☐ Yes ☐ No
4. Is there a formal staff training program that includes; child abuse and sexual abuse prevention, how to recognize the signs, and what to do if a child reports someone molested him/her? ☐ Yes ☐ No
5. a. Do you currently carry coverage for abuse or molestation? ☐ Yes ☐ No  
 b. If yes, indicate limits, carrier, occurrence or claims made & retro date (if any) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

6. a. Have there been any claims or suits or do you have knowledge or information which might reasonably be expected to give rise to a claim of sexual or physical abuse or molestation? ☐ Yes ☐ No
- b. If yes, provide details. \_\_\_\_\_

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**Section 4 – Foster Placement and Adoptions (Complete Section if Applicable) ☐ N/A**

1. a. Is the insured licensed to operate an adoption agency? ☐ Yes ☐ No
- b. If yes, how many children were placed last year? \_\_\_\_\_
- c. How many are expected to be placed this year? \_\_\_\_\_
- d. No. (annually) of Domestic Adoptions? \_\_\_\_\_
- e. No. (annually) of International Adoptions? \_\_\_\_\_
2. What percentage of children placed in adoptive homes are first foster children? \_\_\_\_\_
3. Please list all states in which foster parenting operations are conducted: \_\_\_\_\_
- If additional locations are to be covered, please attach a separate list with complete addresses.
4. What is the estimated number of foster families certified at any one time? \_\_\_\_\_
5. What is the projected number of foster children in placement over the next year? \_\_\_\_\_
6. What is the maximum number of children (foster, biological and adopted) residing in a home at any one time? \_\_\_\_\_
7. a. How often are visits made by case workers to each foster home? \_\_\_\_\_
- b. What percentage of visits are non-scheduled? \_\_\_\_\_
- c. Explain: \_\_\_\_\_
- d. Do you have date/time stamped electronic technology to document child visits? ☐ Yes ☐ No
- e. If no, please describe method used to document visits. \_\_\_\_\_
8. a. Is there a written protocol used to match foster children with families? ☐ Yes ☐ No
- b. If yes, please describe \_\_\_\_\_
9. a. Is all information about a foster child disclosed to the foster family? ☐ Yes ☐ No
- b. If not, what type of information might be withheld? \_\_\_\_\_
10. What is the average ratio of social worker to child? \_\_\_\_\_ social worker \_\_\_\_\_ children.
11. a. Do you provide a respite program or relief or emergency care for times when foster families are unable to care for foster children? ☐ Yes ☐ No
- b. Are background checks obtained and approved prior to use, for alternative caregivers (including respite providers)? ☐ Yes ☐ No
12. What is the total number of hours of training for each foster family PRIOR to placement of the first foster child? \_\_\_\_\_
13. What is the total number of hours of training required for each foster family annually? \_\_\_\_\_
14. What is the protocol if there are any residents in the foster home with criminal records, or any history of physical or sexual abuse? \_\_\_\_\_
15. a. Are criminal records checked prior to approval of homes and placement of children? ☐ Yes ☐ No
- b. If yes, which of the following do you use? ☐ County criminal record search ☐ State criminal record search
- ☐ National criminal index search ☐ State prison search ☐ Federal prison search ☐ Sex offender search
- ☐ Criminal index search ☐ Nationwide U.S. Wants & Warrants search ☐ FBI
- c. If no, why not? \_\_\_\_\_
16. a. Do foster parents perform any services outside the defined foster parent role, such as professional counseling, operations of group homes, day care center, etc? ☐ Yes ☐ No
- b. If yes, describe: \_\_\_\_\_

17. a. What percentage of foster homes are certified as Treatment Foster Care? \_\_\_\_\_ %
- b. What percentage of children are:
- a) developmentally delayed \_\_\_\_ %, b) medically fragile \_\_\_\_ %, c) adjudicated \_\_\_\_ %, d) sexual offenders \_\_\_\_ %
- c. Describe extent of crimes, additional guidelines and precautions in place and how other clients are protected: \_\_\_\_\_
- \_\_\_\_\_
- d. Describe additional training requirements for foster parents for these children: \_\_\_\_\_
- \_\_\_\_\_
18. Do you verify that all members of the foster home are U.S. citizens? ☐ Yes ☐ No
19. Do you obtain proof of homeowner's or renter's insurance for the foster home? ☐ Yes ☐ No
20. a. Does your organization provide insurance coverage for your foster homes? ☐ Yes ☐ No
- b. If yes, provide carrier name \_\_\_\_\_
- c. If no, are the foster families required to obtain insurance coverage for their work as foster parents? ☐ Yes ☐ No
21. Are your foster parents employed or contracted? \_\_\_\_\_
22. Does the foster placement agency have Policies and Procedures Manual for foster parents? ☐ Yes ☐ No
23. What are the agency's policies regarding disciplining foster children? \_\_\_\_\_
- \_\_\_\_\_
24. Do you have a screening process for accepting children, or is there a "no decline" policy? \_\_\_\_\_

#### Section 5 – Automobile

1. Are driver motor vehicle reports checked prior to hiring? ☐ Yes ☐ No
2. Do drivers have the appropriate types of licenses for vehicles driven (i.e., buses, heavy trucks, etc.)? ☐ Yes ☐ No
3. Do you have a written rules & regulations / Standard Operating Procedures (SOP) that describes the requirements for drivers and for vehicle use? Check all that apply:
- ☐ A final check is performed after unloading to be sure nobody is left inside when vacating the vehicle?
- ☐ Driving the speed limit (no speeding)?
- ☐ Keys being locked and secured away from clients when not in use?
- ☐ Limitations on distracted driving (cell phone use) & prohibiting reading or sending texts?
- ☐ Mandatory seat belt use by all in vehicle?
- ☐ Mandatory use of wheelchair (and passenger) tie downs?
- ☐ Pre-trip vehicle inspections?
- ☐ Vehicle incident reporting procedures?
- ☐ Vehicle maintenance and inspections?
4. Have drivers attended a driver training program and is all training documented? Check any that apply:
- ☐ Defensive Driving
- ☐ Driver rules & regulations / SOPs
- ☐ DUI / DWI Awareness
- ☐ Proper use of child restraint systems
- ☐ Training specific any other type of vehicles you may use (i.e. 15-passenger vans)
- ☐ Wheelchair tie down training
5. Is personal use of agency's automobiles permitted? ☐ Yes ☐ No
6. Are family members permitted to drive the agency's automobiles? ☐ Yes ☐ No
7. a. Do your employees or volunteers use their own vehicles on agency business? ☐ Yes ☐ No
- b. If yes, do they use their own vehicles to transport clients? ☐ Yes ☐ No
- c. If yes, what percentage of employees regularly uses their own vehicles for business? \_\_\_\_\_ %

8. a. Do you require your employees or volunteers to carry and provide evidence of personal auto insurance? ☐ Yes ☐ No  
 b. If yes, what minimum liability limits do you require they have? \_\_\_\_\_
9. a. Are all vehicles insured on the schedule titled to the named insured? ☐ Yes ☐ No  
 b. If no, explain. \_\_\_\_\_
10. Do all large capacity vehicles (> 8 passengers) have an audible backup warning device? ☐ Yes ☐ No
11. Are any drivers under 21? ☐ Yes ☐ No
12. a. Are any vehicles leased or hired? ☐ Yes ☐ No  
 b. If yes, describe what types, what uses and how often. \_\_\_\_\_
13. a. Are clients permitted to drive insured vehicles? ☐ Yes ☐ No  
 b. If yes, explain in detail. \_\_\_\_\_

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**Section 6 – Support given to clients** ☐ N/A

1. What is the level of support given to clients? ☐ Intermittent (episodic) ☐ Limited (for specified periods of time)  
☐ Extensive (regular for extended periods of time) ☐ Pervasive (life-long, intense)
2. a. What percentage of clients are mentally challenged? \_\_\_\_\_ %  
 b. Is the mental retardation: ☐ Mild (IQ 70 to 55/50) ☐ Moderate (IQ 55/50 to 40/35) ☐ Severe (40/35 to 25/20)  
☐ Profound (IQ below 25/20)
3. What percentage of clients are physically challenged? \_\_\_\_\_ %
4. a. Any residents with serious psychotic, disorders, such as schizophrenia, bi-polar disorder, etc.? ☐ Yes ☐ No  
 b. If yes, describe: \_\_\_\_\_
5. a. Do any of the residents have prior involvement with acts of property damage, e.g., arson, vandalism? ☐ Yes ☐ No  
 b. If yes, explain: \_\_\_\_\_
6. Does the insured offer any of the following? ☐ Hands-on assistance with activities of daily living ☐ Physical rehabilitation  
☐ Skilled nursing care ☐ Other medical care (describe): \_\_\_\_\_
7. Is the facility completely handicapped accessible? ☐ Yes ☐ No
8. a. Is physical restraint allowed in your state? ☐ Yes ☐ No  
 b. If yes, what method of restraint is utilized? \_\_\_\_\_
9. How are staff trained in appropriate use of restraint? \_\_\_\_\_

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**Section 7 – Residential Information** ☐ N/A

<u>Type of Facility</u>	<u>No. of Residents</u>	<u>Staff to child ratio</u>	<u>Licensed Capacity</u>	<u>Average Length of Stay</u>
Abuse Shelter				
Emergency Shelter				
Group Homes				
Homeless				
Independent Living Skills				
Lockdown / detention				
Psychiatric Facility				
Residential Treatment				
Runaway Youth				
Sexual Offenders/Abuser				
CH\Yf				

1. a. Do you have any live-in staff members? ☐ Yes ☐ No  
b. If so, how many? \_\_\_\_\_
2. Was the building originally designed and built for the insured occupancy? ☐ Yes ☐ No
3. a. Are residents placed on a permanent basis? ☐ Yes ☐ No  
b. If yes, describe \_\_\_\_\_  
c. If not, what is the average length of stay? \_\_\_\_\_
4. Do any residents have prior involvement with acts of property damage, e.g. arson or vandalism? ☐ Yes ☐ No
5. Are you the appointed legal guardian for any of the residents? ☐ Yes ☐ No
6. Is the insured responsible for obtaining medical treatment for residents? ☐ Yes ☐ No
7. Is the insured responsible for maintaining medical records for the residents? ☐ Yes ☐ No
8. Describe recreational activities on and off premises: \_\_\_\_\_  
\_\_\_\_\_
9. Explain management controls for visitors on premises: \_\_\_\_\_  
\_\_\_\_\_
10. If clients are confidentially placed, describe controls to maintain secrecy of the location: \_\_\_\_\_  
\_\_\_\_\_
11. a. Are fire drills conducted? ☐ Yes ☐ No  
b. If yes, how often? \_\_\_\_\_
12. Are evacuation procedures & floor plans posted? ☐ Yes ☐ No
13. a. Are bathing facilities equipped with grab bars, non-slip surfaces & water temperature control devices? ☐ Yes ☐ No  
b. Is the water temperature set at 100 degrees maximum? ☐ Yes ☐ No
14. If residents cook, is the cooking supervised? ☐ Yes ☐ No
15. Are residents required to notify the facility when leaving or returning? ☐ Yes ☐ No
16. Are complete records kept on all residents? ☐ Yes ☐ No
17. Does the facility have a written emergency evacuation plan? ☐ Yes ☐ No

Additional comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### SUBMISSION ATTACHMENTS

- Fully completed and signed ACORD applications
- Three-year currently valued company loss runs including details of losses over \$5000
- Driver list
- MVR's if available
- Photographs of each location if available
- Brochure, website, or information describing your operation
- Sample contracts and/or hold harmless agreements used for contracted staff
- Financial statement
- Supplemental questionnaires as required



**Notice of Insurance Information Practices:** Personal information about you may be collected from persons other than you in connection with this application for insurance. Such information as well as other personal and privileged information collected by us or our agents may in certain circumstances be disclosed to third parties without your authorization. You have the right to review your personal information in our files and can request correction of any inaccuracies. A more detailed description of your rights and our practices regarding such information is available upon request. Contact your agent or broker for instructions on how to submit a request to us.

**Fraud Warning:** Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and [NY: substantial] civil penalties. (Not applicable in CO, DC, FL, HI, KS, MA, MN, NE, OH, OK, OR, VT or WA; in LA, ME, TN and VA, insurance benefits may also be denied).

#### STATE FRAUD STATEMENTS

##### APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

##### APPLICABLE IN THE DISTRICT OF COLUMBIA

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

##### APPLICABLE IN FLORIDA

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing false, incomplete or misleading information is guilty of a felony of the third degree.

##### APPLICABLE IN HAWAII

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim or payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

##### APPLICABLE IN KANSAS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

##### APPLICABLE IN MARYLAND

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

##### APPLICABLE IN MASSACHUSETTS, NEBRASKA, OREGON AND VERMONT

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

##### APPLICABLE IN MINNESOTA

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

##### APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing false or deception statement is guilty of insurance fraud.

##### APPLICABLE IN OKLAHOMA

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

##### APPLICABLE IN WASHINGTON

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**Authorization** - I hereby certify that to the best of my knowledge and belief the information provided is true and correct and that no information which would materially affect this insurance has been withheld.

**NOTE:** Coverage cannot be bound until the Company approves your completed application. The Company's receipt of premium does not bind coverage until a written quote has been issued.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>For new agents only</b>	Agency Name: _____	Agency Contact: _____
	Email: _____	Phone: _____

How did you hear about Markel: ☐ Magazine Ad ☐ Referral ☐ Convention/Conference ☐ Web Site ☐ Other

Describe: \_\_\_\_\_

**Thank you for choosing Markel!**

# Our commitment to you

Our commitment to you begins the moment you choose Markel as your insurance company. You expect quality coverage—that's why you buy insurance. But good service, someone who really wants to help you? That almost seems too much to hope for.

From the minute you pick up the phone and talk with our receptionist (a real person, not an automated system!), you'll notice what separates us from the pack—our people.

Our underwriters, claims associates, loss control representatives, and administrative associates are real people, too. We treat you the way you want to be treated: respectfully, courteously, and professionally. When you have a question, we get the answer. When you leave a message, we call you back. You get service, not the run-around.

Our claims staff is experienced, efficient, and effective—everything you expect. What you may not expect is how our loss control and risk management specialists suggest improvements that can help you avoid losses and accidents altogether.

How else is Markel committed to you? Our prudent, conservative approach to fiscal management makes us financially stable, so you have greater assurance of our ability to pay claims when you need it.

Our commitment to you is simple. We treat you right. We deliver what we promise. We are a partner you can rely on for many years to come.



F. Michael Crowley, President

4600 Cox Road  
Glen Allen, VA 23060  
800-431-1270  
[www.markelinsurance.com](http://www.markelinsurance.com)



# Request a copy of Markel's human services risk management guide

**Contact your agent today to receive your copy of Markel's risk management guide, or request specific articles of interest.**

## Steps for reducing Employment Practice Liability Insurance (EPLI) claims

Human services employees today expect a more professional work environment than they have in the past. In fact, most all employees are expecting a professional work environment. When workers feel they are not being treated fairly, in some cases, they hire attorneys and file Employment Practices Liability claims against the employer. Below are the top tips to prevent an EPLI claim against your organization.

### Pay employees for hours worked

Fair pay for hours worked is crucial to prevent a large claim. Oftentimes, if this type claim catches wind, you will have multiple employees joining in on the claim, and your organization will ultimately spend more defending against this claim than what the employees should have been paid.

- Pay employees for all of their time training
- Pay employees for overtime worked
  - You have a right to restrict your employees from working overtime
  - If an employee is on the clock and works overtime, they need to be properly paid

### Maintain a comfortable work environment

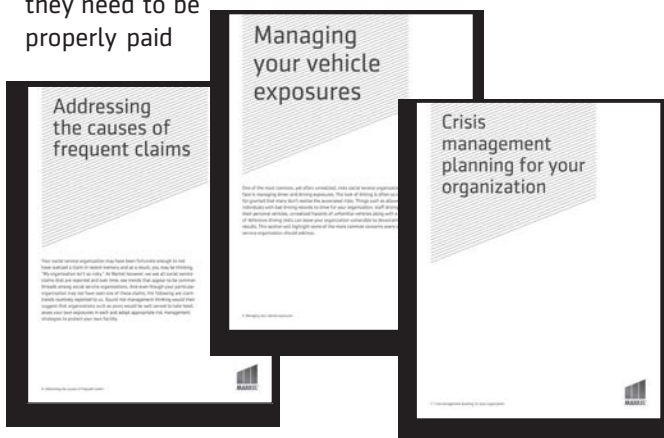
Sexual harassment complaints from both female and male employees must be taken seriously.

- Never discount complaints about sexual harassment to prevent gender alienation
- All employee complaints must be:
  - Listened to
  - Investigated
  - Decided upon
  - Followed up on in a timely manner to assure the offensive behavior has stopped

### Employment termination

As an employer, you will need to make the tough decision of employee termination at times. If an employee is to be terminated, they should not be surprised about what is about to happen.

- Maintain a professional, employer/employee relationship
- Follow progressive disciplinary policies and follow the policies disciplinary actions
- Document all previous disciplinary actions, including meetings, to reduce claim potential



[markelinsurance.com](http://markelinsurance.com)





INTERLINE

## Markel Insurance Company

### U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <https://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



## MARKEL CORPORATION

### PRIVACY NOTICE

Markel is committed to safeguarding your privacy. We understand your concerns regarding the privacy of your nonpublic personal information. No nonpublic personal information is required to be collected when you visit our websites; however, this information may be requested in order to provide the products and services described. We do not sell nonpublic personal information to non-affiliated third parties for marketing or other purposes. We only use and share this type of information with non-affiliated third parties for the purposes of underwriting insurance, administering your policy or claim and other purposes as permitted by law, such as disclosures to insurance regulatory authorities or in response to legal process. Notwithstanding the foregoing, we may use this information for the purpose of marketing our own products and services to you.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from consumer reporting agencies and inspection reports.

We do not disclose any nonpublic personal information about our customers/claimants or former customers/claimants to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

- Service providers, such as insurance agents and/ or brokers and claims adjusters; and/or
- Other non-affiliated third parties as permitted by law.

We restrict access to nonpublic personal information about our customers/claimants to those individuals who need to know that information to provide products and services to our customers/claimants or as permitted by law. We maintain physical, electronic, and procedural safeguards to guard your nonpublic personal information.

#### *Residents of California:*

You may request to review and make corrections to recorded non-public personal information contained in our files. A more detailed description of your rights and practices regarding such information is available upon request. Please contact your agent/broker for instructions on how to submit a request to us.



**Markel Insurance Company**  
**EQUIPMENT BREAKDOWN COVERAGE**  
**ENHANCEMENT TO YOUR COMMERCIAL PROPERTY COVERAGE**

MARKEL INSURANCE COMPANY HAS MADE OUR COMMERCIAL PROPERTY POLICIES BROADER BY ADDING "EQUIPMENT BREAKDOWN" COVERAGE.

THIS VALUABLE ENHANCEMENT PROVIDES COVERAGE FOR THE MECHANICAL, ELECTRICAL AND PRESSURE SYSTEMS BREAKDOWN OF MANY TYPES OF ELECTRICAL, PRESSURE AND/OR MECHANICAL EQUIPMENT YOU USE IN YOUR BUSINESS. A FEW EXAMPLES OF COVERED TYPES OF EQUIPMENT ARE HEATING, AIR CONDITIONING AND REFRIGERATION SYSTEMS; HOT WATER HEATERS; TELEPHONE SYSTEMS; SECURITY SYSTEMS; COMPUTER SYSTEMS AND MUCH, MUCH MORE!

THE SERVICE AND COST TO INSPECT ANY JURISDICTIONALLY REQUIRED OBJECT(S) IS INCLUDED IN YOUR PREMIUM. THIS SERVICE WILL BE PROVIDED BY OUR INSURANCE PARTNER, MUTUAL BOILER REINSURANCE. IF YOU HAVE A QUESTION ABOUT THIS SERVICE OR REQUIRE A JURISDICTIONAL INSPECTION, PLEASE CALL YOUR AGENT OR MUTUAL BOILER'S INSPECTION HOTLINE AT (800) 814-4458 AT LEAST 60 DAYS PRIOR TO THE CERTIFICATE EXPIRATION.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR INSURANCE AGENT WHO WILL BE HAPPY TO PROVIDE YOU WITH MORE DETAILS.

A STOCK COMPANY



## Markel Insurance Company

Ten Parkway North  
Deerfield, Illinois 60015  
(800) 431-1270

### INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

A handwritten signature in black ink, appearing to read "Richard R. Dimmock".

Secretary

A handwritten signature in black ink, appearing to read "Bryan W. Baker".

President



# MARKEL INSURANCE COMPANY

## COMMERCIAL LINES POLICY DECLARATIONS

**POLICY NUMBER:** HUP2816-03
**PREVIOUS POLICY NUMBER:** HUP2816-02

<b>COMPANY NAME</b> Markel Insurance Company	<b>PRODUCER NAME</b> 50386 CBI Insurance Agency Inc PO Box 1120 Eden, UT 84310
<b>NAMED INSURED:</b> Trinity Teen Solutions, Inc.; Trinity Girls Ranch; DBA: Heaven Peak Behavioral Health Services, Inc.	
<b>MAILING ADDRESS:</b> 64 Safe Haven Rd Powell, WY 82435	
<b>POLICY PERIOD: FROM</b> <u>09/12/2019</u> <b>TO</b> <u>09/12/2020</u> <b>AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.</b>	

<b>BUSINESS DESCRIPTION</b>	Child Welfare
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IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART	[REDACTED]
COMMERCIAL INLAND MARINE COVERAGE PART	[REDACTED]
COMMERCIAL PROPERTY COVERAGE PART	[REDACTED]
TERRORISM - CERTIFIED ACTS (GENERAL LIABILITY)	[REDACTED]
TERRORISM - CERTIFIED ACTS (INLAND MARINE)	[REDACTED]
TERRORISM - CERTIFIED ACTS (PROPERTY)	[REDACTED]
<b>TOTAL:</b>	[REDACTED]



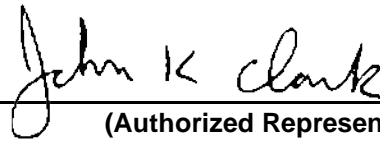
POLICY NUMBER: HUP2816-03

**FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):**

See Schedule of Forms and Endorsements.

**Countersigned**

10/04/19

**(Date)****By:****(Authorized Representative)**

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

**SCHEDULE OF FORMS AND ENDORSEMENTS**

<b>POLICY NUMBER:</b> HUP2816-03	<b>EFFECTIVE DATE:</b> 09/12/2019
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**NUMBER****TITLE****COMMON**

MJIL 1000 (06-10) Signature Page  
MD 001 (07-02) Commercial Lines Policy Declarations  
IL 00 03 (09-08) Calculation Of Premium  
IL 00 17 (11-98) Common Policy Conditions  
IL 00 21 (09-08) Nuclear Energy Liability Exclusion Endorsement (Broad Form)  
IL 01 14 (10-13) Wyoming Changes - Defense Costs  
IL 02 52 (09-07) Wyoming Changes - Cancellation And Nonrenewal  
IL 09 35 (07-02) Exclusion Of Certain Computer-Related Losses  
IL 09 53 (01-15) Exclusion of Certified Acts of Terrorism  
MIL 1214 (09-17) Trade Or Economic Sanctions

**PROPERTY**

MD010 (09-95) Commercial Property Coverage Part Declarations  
CP 00 10 (10-12) Building And Personal Property Coverage Form  
CP 00 90 (07-88) Commercial Property Conditions  
CP 01 11 (10-12) Wyoming Changes  
CP 01 40 (07-06) Exclusion Of Loss Due To Virus Or Bacteria  
CP 02 99 (06-07) Cancellation Changes  
CP 10 30 (09-17) Causes of Loss - Special Form  
CP 12 18 (10-12) Loss Payable Provisions  
MCP 031 (10-10) Equipment Breakdown Enhancement Endorsement  
MCP 1226-WY (04-13) Wyoming Commercial Property Advantage Enhancement  
MCP 1300 (04-13) Fungus, Wet Rot, Dry Rot and Bacteria Exclusion  
MCP-TERR-2 (01-15) Confirmation of Exclusion of Certified Acts of Terrorism Coverage -  
Terrorism Risk Insurance Act

**GENERAL LIABILITY**

MDGL 1500 (03-14) Commercial General Liability Policy Declarations  
CG 00 01 (04-13) Commercial General Liability Coverage Form  
CG 01 60 (07-98) Wyoming Changes  
CG 20 14 (11-85) Additional Insured - Users Of Teams, Draft Or Saddle Animals  
CG 21 06 (05-14) Exclusion - Access Or Disclosure Of Confidential Or Personal  
Information And Data-Related Liability - With Limited Bodily Injury  
Exception  
CG 21 35 (10-01) Exclusion - Coverage C - Medical Payments  
CG 21 47 (12-07) Employment-Related Practices Exclusion  
CG 21 57 (04-13) Exclusion - Counseling Services  
CG 21 65 (12-04) Total Pollution Exclusion With A Building Heating, Cooling And  
Dehumidifying Equipment Exception And A Hostile Fire Exception  
CG 21 73 (01-15) Exclusion of Certified Acts of Terrorism  
CG 21 96 (03-05) Silica Or Silica-Related Dust Exclusion  
CG 22 52 (10-93) Exclusion - Medical Payments Coverage (Inmates, Patients or Prisoners)  
CG 22 67 (10-93) Corporal Punishment  
CG 22 72 (04-13) Colleges Or Schools  
MGL 100 (07-05) Employee Benefits Liability Coverage  
MGL 125 (05-96) Special Activity Exclusion

**SCHEDULE OF FORMS AND ENDORSEMENTS**

<b>POLICY NUMBER:</b> HUP2816-03	<b>EFFECTIVE DATE:</b> 09/12/2019
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**NUMBER****TITLE****GENERAL LIABILITY**

MGL 132 (09-95) Trampoline Exclusion  
 MGL 147 (09-95) Downhill Skiing Exclusion  
 MGL 148 (09-95) Snowmobile Exclusion  
 MGL 171 (05-09) Limitation Of Coverage To Designated Operations  
 MGL 1242 (03-14) Commercial General Liability Plus Enhancement  
 MGL 1243 (01-16) Miscellaneous Professional Liability Coverage  
 MGL 1262 (08-14) Abuse Or Molestation Coverage  
 MGL 1307 (03-14) Exclusion - Sexually Transmitted Disease  
 MGL 1319 (01-16) Exclusion - Unmanned Aircraft  
 MGL-TERR-2 (01-15) Confirmation of Exclusion of Certified Acts of Terrorism Coverage -  
 Terrorism Risk Insurance Act  
 MIL 1301 (03-14) Exclusion - Fungi or Bacteria  
 MIL 1303 (05-15) Exclusion - Asbestos  
 MIL 1304 (05-15) Exclusion - Lead Liability  
 MIL 1305 (05-15) Exclusion - Punitive Damages

**INLAND MARINE**

MD012 (09-00) Commercial Inland Marine Coverage Part Declarations  
 CM 00 01 (09-04) Commercial Inland Marine Conditions  
 CM 01 09 (09-00) Wyoming Changes - Legal Action Against Us and Loss Payment  
 MD037 (11-99) Miscellaneous Articles Declarations  
 IH 00 79 (07-99) Miscellaneous Articles Coverage Form  
 MIM 115 (05-10) Mold Exclusion  
 MIM 1305 (05-10) Earthquake Exclusion  
 MIM-TERR-2 (01-15) Confirmation of Exclusion of Certified Acts of Terrorism Coverage -  
 Terrorism Risk Insurance Act

IL 00 03 09 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

IL 00 21 09 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

IL 01 14 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WYOMING CHANGES – DEFENSE COSTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM  
COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDER'S ERRORS AND OMISSIONS COVERAGE FORM  
ELECTRONIC DATA LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK COVERAGE PART

**A.** The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Employment-related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
4. Section **A.** Coverage under the Legal Liability Coverage Form; and

**5.** Coverage **C** – Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.

Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.

**B.** If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims, for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WYOMING CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:**

**2. Cancellation Of Policies In Effect**

**a. Less Than 60 Days**

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2)** 30 days before the effective date of cancellation if we cancel for any other reason.

**b. 60 Days Or More**

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1)** Nonpayment of premium.
- (2)** Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy.

- (3)** Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy.

- (4)** Substantial breaches of contractual duties, conditions or warranties.

If we cancel, we will mail or deliver to the first Named Insured and the agent, if any, written notice of cancellation, stating the reason for cancellation, at least:

- (a)** 10 days before the effective date of cancellation if cancellation is for the reason stated in **b.(1)** above; or
- (b)** 45 days before the effective date of cancellation if cancellation is for the reasons stated in **b.(3)** or **(4)** above.

**B. The following is added to the **Cancellation** Common Policy Condition:**

- 7.** If we cancel this policy in accordance with Paragraph **2.** of the **Cancellation** Common Policy Condition, any unearned premium will be refunded to the first Named Insured prior to the effective date of cancellation.

- C. The following is added as an additional Condition and supersedes any other provision to the contrary:

**NONRENEWAL**

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and the agent, if any, at least 45 days before:
  - a. The expiration date; or
  - b. The anniversary date if this is a continuous policy.
2. Notice of nonrenewal will state the reason for nonrenewal.
3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

IL 09 35 07 02

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
    - a.** Any of the following, whether belonging to any insured or to others:
      - (1)** Computer hardware, including micro-processors;
      - (2)** Computer application software;
      - (3)** Computer operating systems and related software;
      - (4)** Computer networks;
      - (5)** Microprocessors (computer chips) not part of any computer system; or
      - (6)** Any other computerized or electronic equipment or components; or
    - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
  - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
  - 2.** Under the Commercial Property Coverage Part:
    - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
    - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

POLICY NUMBER: HUP2816-03

IL 09 53 01 15

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 STANDARD PROPERTY POLICY

**SCHEDULE**

The **Exception Covering Certain Fire Losses** (Paragraph **C**) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A.** The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**B.** The following exclusion is added:

**CERTIFIED ACT OF TERRORISM EXCLUSION**

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**C. Exception Covering Certain Fire Losses**

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**D. Application Of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.



## **Markel Insurance Company**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **TRADE OR ECONOMIC SANCTIONS**

The following is added to this policy:

#### **Trade Or Economic Sanctions**

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.



# MARKEL INSURANCE COMPANY

## COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Policy No: HUP2816-03

Effective Date: 09/12/2019 ,  
12:01 A.M. Standard Time.  
x Supplemental Declarations attached.

<b>BUSINESS DESCRIPTION</b>									
Child Welfare									
<b>DESCRIPTION OF PREMISES</b>									
PREM. NO. BLDG. NO. LOCATION, CONSTRUCTION AND OCCUPANCY									
<b>SEE ATTACHED SUPPLEMENTAL DECLARATIONS</b>									
<b>COVERAGES PROVIDED</b> — INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN									
PREM. NO. BLDG. NO. COVERAGE LIMIT OF INSURANCE COVERED CAUSES OF LOSS COINSURANCE+ RATES									
<b>SEE ATTACHED SUPPLEMENTAL DECLARATIONS</b>									
<b>OPTIONAL COVERAGES</b> APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE +IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT									
<div style="display: flex; justify-content: space-between;"> <div> <p>AGREED VALUE</p> <p>PREM. NO. BLDG. NO. EXPIRATION DATE COVERAGE AMOUNT</p> </div> <div> <p>REPLACEMENT COST(X)</p> <p>PERSONAL INCLUDING PERSONAL</p> <p>BUILDING PROPERTY "STOCK" PROPERTY OF OTHERS</p> </div> </div>									
<b>SEE ATTACHED SUPPLEMENTAL DECLARATIONS</b>									
<div style="display: flex; justify-content: space-between;"> <div> <p>INFLATION GUARD(Percentage)</p> <p>PREM. NO. BLDG. NO. BUILDING PERSONAL PROPERTY</p> </div> <div> <p>++MONTHLY LIMIT OF INDEMNITY (Fraction)</p> </div> <div> <p>MAXIMUM PERIOD OF INDEMNITY (X)</p> </div> <div> <p>++EXTENDED PERIOD OF INDEMNITY (Days)</p> </div> </div>									
<b>MORTGAGE HOLDER(S)</b> ++APPLIES TO BUSINESS INCOME ONLY									
PREM. NO. BLDG. NO. MORTGAGE HOLDER NAME AND MAILING ADDRESS									
<b>SEE ATTACHED SUPPLEMENTAL DECLARATIONS</b>									
<b>DEDUCTIBLE</b>									
\$10,000									
<b>Exceptions:</b>									

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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## COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

POLICY NO: HUP2816-03

EFFECTIVE DATE: 09/12/2019

NAMED INSURED: Trinity Teen Solutions, Inc.; Trinity Girls Ranch;

**DESCRIPTION OF PREMISES**

Prem. No.	Bldg. No.	Location, Construction And Occupancy
001	001	Boarding or Rooming 112 Safe Haven Rd Park Powell, WY 82435 Frame
001	002	School 112 Safe Haven Rd Park Powell, WY 82435 Frame
001	003	64 Safe Haven Rd, Powell, WY 92435-Shelter 112 Safe Haven Rd Park Powell, WY 82435 Frame
001	004	Boarding or Rooming 112 Safe Haven Rd Park Powell, WY 82435 Frame
001	005	School 112 Safe Haven Rd Park Powell, WY 82435 Frame
001	006	Boarding or Rooming 112 Safe Haven Rd Park Powell, WY 82435 Frame
001	007	Office 112 Safe Haven Rd Park Powell, WY 82435 Frame
001	008	Office 112 Safe Haven Rd Park Powell, WY 82435 Frame

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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## COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

POLICY NO: HUP2816-03

EFFECTIVE DATE: 09/12/2019

NAMED INSURED: Trinity Teen Solutions, Inc.; Trinity Girls Ranch;

**DESCRIPTION OF PREMISES**

<b>Prem. No.</b>	<b>Bldg. No.</b>	<b>Location, Construction And Occupancy</b>
002	001	Office 189 Road 8UD Park Powell, WY 82435 Frame
003	001	Boarding or Rooming 191 Road 8UD Park Powell, WY 82435 Frame
003	002	Warehouse 191 Road 8UD Park Powell, WY 82435 Frame
004	001	Dwelling 43 Posten Rd Park Cody, WY 82414 Frame
004	002	Swimming Pool 43 Posten Rd Park Cody, WY 82414 Non-Combustible
005	001	Shelter 2 Bay St Park Cody, WY 82414 Frame

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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## COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

POLICY NO: HUP2816-03

EFFECTIVE DATE: 09/12/2019

NAMED INSURED: Trinity Teen Solutions, Inc.; Trinity Girls Ranch;

**COVERAGES PROVIDED** Insurance At The Described Premises Applies Only For Coverages For Which  
A Limit Of Insurance Is Shown

Prem. No.	Bldg. No.	Coverage	Limit Of Insurance	Covered Causes Of Loss	Coinsurance*
001	001	Building	\$141,278	Special Form Including Theft	90%
		Personal Property of Insured	\$15,000	Special Form Including Theft	90%
001	002	Building	\$100,000	Special Form Including Theft	90%
		Personal Property of Insured	\$21,000	Special Form Including Theft	90%
001	003	Building	\$149,760	Special Form Including Theft	90%
		Personal Property of Insured	\$35,000	Special Form Including Theft	90%
001	004	Building	\$58,000	Special Form Including Theft	90%
		Personal Property of Insured	\$26,000	Special Form Including Theft	90%
001	005	Building	\$36,800	Special Form Including Theft	90%
		Personal Property of Insured	\$20,000	Special Form Including Theft	90%
001	006	Building	\$67,760	Special Form Including Theft	90%
		Personal Property of Insured	\$20,000	Special Form Including Theft	90%
001	007	Building	\$40,000	Special Form Including Theft	90%
		Personal Property of Insured	\$25,000	Special Form Including Theft	90%
001	008	Building	\$49,887	Special Form Including Theft	90%
		Personal Property of Insured	\$20,000	Special Form Including Theft	90%
002	001	Building	\$325,000	Special Form Including Theft	90%
		Personal Property of Insured	\$75,000	Special Form Including Theft	90%
003	001	Building	\$128,144	Special Form Including Theft	90%

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## COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

POLICY NO: HUP2816-03

EFFECTIVE DATE: 09/12/2019

NAMED INSURED: Trinity Teen Solutions, Inc.; Trinity Girls Ranch;

**COVERAGES PROVIDED**      **Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown**

Prem. No.	Bldg. No.	Coverage	Limit Of Insurance	Covered Causes Of Loss	Coinsurance*
003	001	Personal Property of Insured	\$20,000	Special Form Including Theft	90%
003	002	Building	\$135,626	Special Form Including Theft	90%
		Personal Property of Insured	\$10,000	Special Form Including Theft	90%
004	001	Building	\$620,000	Special Form Including Theft	90%
		Personal Property of Insured	\$75,000	Special Form Including Theft	90%
004	002	Building	\$17,000	Special Form Including Theft	90%
005	001	Building	\$48,000	Special Form Including Theft	90%
		Personal Property of Insured	\$25,000	Special Form Including Theft	90%

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## COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

POLICY NO: HUP2816-03

EFFECTIVE DATE: 09/12/2019

NAMED INSURED: Trinity Teen Solutions, Inc.; Trinity Girls Ranch;

**OPTIONAL COVERAGES      Applicable Only When Entries Are Made In The Schedule Below**


---

**Prem. Bldg.****No.      No.**

001	001	Building Replacement Cost See MCP 1226-WY
		Personal Property of Insured Replacement Cost See MCP 1226-WY
001	002	Building Replacement Cost See MCP 1226-WY
		Personal Property of Insured Replacement Cost See MCP 1226-WY
001	003	Building Replacement Cost See MCP 1226-WY
		Personal Property of Insured Replacement Cost See MCP 1226-WY
001	004	Building Replacement Cost See MCP 1226-WY
		Personal Property of Insured Replacement Cost See MCP 1226-WY
001	005	Building Replacement Cost See MCP 1226-WY
		Personal Property of Insured Replacement Cost See MCP 1226-WY
001	006	Building Replacement Cost See MCP 1226-WY
		Personal Property of Insured Replacement Cost See MCP 1226-WY

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## COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

POLICY NO: HUP2816-03

EFFECTIVE DATE: 09/12/2019

NAMED INSURED: Trinity Teen Solutions, Inc.; Trinity Girls Ranch;

**OPTIONAL COVERAGES      Applicable Only When Entries Are Made In The Schedule Below**


---

**Prem. Bldg.****No.      No.**

001	007	Building Replacement Cost See MCP 1226-WY
		Personal Property of Insured Replacement Cost See MCP 1226-WY
001	008	Building Replacement Cost See MCP 1226-WY
		Personal Property of Insured Replacement Cost See MCP 1226-WY
002	001	Building Replacement Cost See MCP 1226-WY
		Personal Property of Insured Replacement Cost See MCP 1226-WY
003	001	Building Replacement Cost See MCP 1226-WY
		Personal Property of Insured Replacement Cost See MCP 1226-WY
003	002	Building Replacement Cost See MCP 1226-WY
		Personal Property of Insured Replacement Cost See MCP 1226-WY
004	001	Building Replacement Cost See MCP 1226-WY
		Personal Property of Insured Replacement Cost See MCP 1226-WY

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## COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

POLICY NO: HUP2816-03

EFFECTIVE DATE: 09/12/2019

NAMED INSURED: Trinity Teen Solutions, Inc.; Trinity Girls Ranch;

**OPTIONAL COVERAGES      Applicable Only When Entries Are Made In The Schedule Below**


---

**Prem.   Bldg.****No.      No.**

004	002	Building Replacement Cost See MCP 1226-WY
-----	-----	---

005	001	Building Replacement Cost See MCP 1226-WY
-----	-----	---

		Personal Property of Insured Replacement Cost See MCP 1226-WY
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## COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

POLICY NO: HUP2816-03

EFFECTIVE DATE: 09/12/2019

NAMED INSURED: Trinity Teen Solutions, Inc.; Trinity Girls Ranch;

**MORTGAGEHOLDERS**

Prem. No.	Bldg. No.	Mortgageholder Name And Mailing Address
004	001	JP Morgan Chase Bank, NA Its successors and/or assigns PO Box 100564 Florence, SC 29502  Freedom Mortgage Corportation PO Box 4025 Coraopolis, PA 15108

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S)  
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## COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

POLICY NO: HUP2816-03

EFFECTIVE DATE: 09/12/2019

NAMED INSURED: Trinity Teen Solutions, Inc.; Trinity Girls Ranch;

**FORMS APPLICABLE****To All Coverages:**

MCP 031 (10-10)  
MCP 1226-WY (04-13)  
MCP 1300 (04-13)  
MCP-TERR-2 (01-15)

**To Specific Premises/Coverages:**

Prem. No.	Bldg. No.	Coverages	Form Number
001	001	Building	CP 00 10 (10-12) CP 02 99 (06-07) CP 10 30 (09-17)
		Personal Property of Insured	CP 00 10 (10-12) CP 10 30 (09-17)
		All Coverages	CP 00 90 (07-88) CP 01 11 (10-12) CP 01 40 (07-06) MD010 (09-95)
001	002	Building	CP 00 10 (10-12) CP 02 99 (06-07) CP 10 30 (09-17)
		Personal Property of Insured	CP 00 10 (10-12) CP 10 30 (09-17)
		All Coverages	CP 00 90 (07-88) CP 01 11 (10-12) CP 01 40 (07-06) MD010 (09-95)
001	003	Building	CP 00 10 (10-12) CP 02 99 (06-07) CP 10 30 (09-17)
		Personal Property of Insured	CP 00 10 (10-12) CP 10 30 (09-17)
		Loss Payable Provision	CP 12 18 (10-12)
		All Coverages	CP 00 90 (07-88) CP 01 11 (10-12) CP 01 40 (07-06) MD010 (09-95)
001	004	Building	CP 00 10 (10-12) CP 02 99 (06-07) CP 10 30 (09-17)
		Personal Property of Insured	CP 00 10 (10-12) CP 10 30 (09-17)
		Loss Payable Provision	CP 12 18 (10-12)
		All Coverages	CP 00 90 (07-88)

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## COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

POLICY NO: HUP2816-03

EFFECTIVE DATE: 09/12/2019

NAMED INSURED: Trinity Teen Solutions, Inc.; Trinity Girls Ranch;

**FORMS APPLICABLE****To All Coverages:****To Specific Premises/Coverages:**

Prem. No.	Bldg. No.	Coverages	Form Number
001	004	All Coverages	CP 01 11 (10-12) CP 01 40 (07-06) MD010 (09-95)
001	005	Loss Payable Provision Building	CP 12 18 (10-12) CP 00 10 (10-12) CP 02 99 (06-07) CP 10 30 (09-17)
		Personal Property of Insured	CP 00 10 (10-12) CP 10 30 (09-17)
		Loss Payable Provision	CP 12 18 (10-12)
		All Coverages	CP 00 90 (07-88) CP 01 11 (10-12) CP 01 40 (07-06) MD010 (09-95)
001	006	Building	CP 00 10 (10-12) CP 02 99 (06-07) CP 10 30 (09-17)
		Personal Property of Insured	CP 00 10 (10-12) CP 10 30 (09-17)
		Loss Payable Provision	CP 12 18 (10-12)
		All Coverages	CP 00 90 (07-88) CP 01 11 (10-12) CP 01 40 (07-06) MD010 (09-95)
001	007	Building	CP 00 10 (10-12) CP 02 99 (06-07) CP 10 30 (09-17)
		Personal Property of Insured	CP 00 10 (10-12) CP 10 30 (09-17)
		All Coverages	CP 00 90 (07-88) CP 01 11 (10-12) CP 01 40 (07-06) MD010 (09-95)
001	008	Building	CP 00 10 (10-12) CP 02 99 (06-07) CP 10 30 (09-17)
		Personal Property of Insured	CP 00 10 (10-12) CP 10 30 (09-17)

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## COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

POLICY NO: HUP2816-03

EFFECTIVE DATE: 09/12/2019

NAMED INSURED: Trinity Teen Solutions, Inc.; Trinity Girls Ranch;

**FORMS APPLICABLE****To All Coverages:****To Specific Premises/Coverages:**

Prem. No.	Bldg. No.	Coverages	Form Number
001	008	All Coverages	CP 00 90 (07-88) CP 01 11 (10-12) CP 01 40 (07-06) MD010 (09-95)
002	001	Personal Property of Insured	CP 00 10 (10-12) CP 10 30 (09-17)
		Building	CP 00 10 (10-12) CP 02 99 (06-07) CP 10 30 (09-17)
		Personal Property of Insured	CP 00 10 (10-12) CP 10 30 (09-17)
		All Coverages	CP 00 90 (07-88) CP 01 11 (10-12) CP 01 40 (07-06) MD010 (09-95)
003	001	Building	CP 00 10 (10-12) CP 02 99 (06-07) CP 10 30 (09-17)
		Personal Property of Insured	CP 00 10 (10-12) CP 10 30 (09-17)
		All Coverages	CP 00 90 (07-88) CP 01 11 (10-12) CP 01 40 (07-06) MD010 (09-95)
003	002	Building	CP 00 10 (10-12) CP 02 99 (06-07) CP 10 30 (09-17)
		Personal Property of Insured	CP 00 10 (10-12) CP 10 30 (09-17)
		All Coverages	CP 00 90 (07-88) CP 01 11 (10-12) CP 01 40 (07-06) MD010 (09-95)
004	001	Building	CP 00 10 (10-12) CP 02 99 (06-07) CP 10 30 (09-17)
		Personal Property of Insured	CP 00 10 (10-12) CP 10 30 (09-17)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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## COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

POLICY NO: HUP2816-03

EFFECTIVE DATE: 09/12/2019

NAMED INSURED: Trinity Teen Solutions, Inc.; Trinity Girls Ranch;

**FORMS APPLICABLE****To All Coverages:****To Specific Premises/Coverages:**

Prem. No.	Bldg. No.	Coverages	Form Number
004	001	Loss Payable Provision	CP 12 18 (10-12)
		All Coverages	CP 00 90 (07-88)
			CP 01 11 (10-12)
			CP 01 40 (07-06)
			MD010 (09-95)
004	002	Building	CP 00 10 (10-12)
			CP 02 99 (06-07)
			CP 10 30 (09-17)
		All Coverages	CP 00 90 (07-88)
			CP 01 11 (10-12)
			CP 01 40 (07-06)
			MD010 (09-95)
005	001	Building	CP 00 10 (10-12)
			CP 02 99 (06-07)
			CP 10 30 (09-17)
		Personal Property of Insured	CP 00 10 (10-12)
			CP 10 30 (09-17)
		All Coverages	CP 00 90 (07-88)
			CP 01 11 (10-12)
			CP 01 40 (07-06)
			MD010 (09-95)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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## BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **H. Definitions**.

### A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

#### 1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.** Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

**a. Building**, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
  - (a) Machinery; and
  - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a) Fire-extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings; and
  - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
  - (a) Additions under construction, alterations and repairs to the building or structure;
  - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

### b. Your Business Personal Property

consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
  - (a) Made a part of the building or structure you occupy but do not own; and
  - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

### c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

## 2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - (1) The lowest basement floor; or
  - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;
- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, n., does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
  - (1) Are licensed for use on public roads; or
  - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

  - (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;

- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
- (c) Rowboats or canoes out of water at the described premises; or
- (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers; or

q. The following property while outside of buildings:

- (1) Grain, hay, straw or other crops;
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), all except as provided in the Coverage Extensions.

### 3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

### 4. Additional Coverages

#### a. Debris Removal

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
  - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
  - (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
  - (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;

- (d) Remove property of others of a type that would not be Covered Property under this Coverage Form;
  - (e) Remove deposits of mud or earth from the grounds of the described premises;
  - (f) Extract "pollutants" from land or water; or
  - (g) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
- (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
  - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
  - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if **(4)(a)** and/or **(4)(b)** applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

### **(5) Examples**

The following examples assume that there is no Coinsurance penalty.

#### **Example 1**

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph **(3)**.

#### **Example 2**

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense:	\$ 40,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph **(3)** is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000, capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph **(4)**, because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 is 50% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$40,000 = \$119,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph **(4)**. Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

#### **b. Preservation Of Property**

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1)** While it is being moved or while temporarily stored at another location; and
- (2)** Only if the loss or damage occurs within 30 days after the property is first moved.

#### **c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1)** Assumed by contract or agreement prior to loss; or
- (2)** Required by local ordinance.

No Deductible applies to this Additional Coverage.



**d. Pollutant Clean-up And Removal**

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

**e. Increased Cost Of Construction**

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in **e.(3)** through **e.(9)** of this Additional Coverage.
- (3) The ordinance or law referred to in **e.(2)** of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
  - (a) You were required to comply with before the loss, even when the building was undamaged; and
  - (b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

- (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
  - (b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.
- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.
- The amount payable under this Additional Coverage is additional insurance.
- (7) With respect to this Additional Coverage:
- (a) We will not pay for the Increased Cost of Construction:
    - (i) Until the property is actually repaired or replaced at the same or another premises; and
    - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.



- (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the same premises.
- (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
- (9) The costs addressed in the Loss Payment and Valuation Conditions and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in **e.(6)** of this Additional Coverage, is not subject to such limitation.

**f. Electronic Data**

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:
  - (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
  - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
  - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.
  - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

- (4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

## 5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

### a. Newly Acquired Or Constructed Property

#### (1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
  - (i) Similar use as the building described in the Declarations; or
  - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

## (2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
  - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or
  - (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

- (b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

## (3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

**b. Personal Effects And Property Of Others**

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

**c. Valuable Papers And Records (Other Than Electronic Data)**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.
- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and, therefore, coverage of such costs is not additional insurance.

**d. Property Off-premises**

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
  - (a) Temporarily at a location you do not own, lease or operate;
  - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
  - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
  - (a) In or on a vehicle; or
  - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

**e. Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

**f. Non-owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
  - (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
  - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
  - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

**g. Business Personal Property Temporarily In Portable Storage Units**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the building or structure described in the Declarations or within 100 feet of the premises described in the Declarations, whichever distance is greater.

- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
  - (a) Will end 90 days after the business personal property has been placed in the storage unit;
  - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy, and does not apply to loss or damage to the storage unit itself.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

**B. Exclusions And Limitations**

See applicable Causes Of Loss form as shown in the Declarations.

**C. Limits Of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage:

1. Fire Department Service Charge;
2. Pollutant Clean-up And Removal;
3. Increased Cost Of Construction; and
4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

#### D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

#### Example 1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building 1:	\$ 60,000
Limit of Insurance – Building 2:	\$ 80,000
Loss to Building 1:	\$ 60,100
Loss to Building 2:	\$ 90,000

The amount of loss to Building 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

$$\begin{array}{r} \$ 60,100 \\ - \quad 250 \\ \hline \end{array}$$

\$ 59,850 Loss Payable – Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:

$$\$59,850 + \$80,000 = \$139,850$$

#### Example 2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example 1.

Loss to Building 1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building 2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building 1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building 2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

#### E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

##### 1. Abandonment

There can be no abandonment of any property to us.

##### 2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

##### 3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.



- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
  - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
  - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
  - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
  - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.  
Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
  - (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
  - (8) Cooperate with us in the investigation or settlement of the claim.
- b.** We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

#### 4. Loss Payment

- a.** In the event of loss or damage covered by this Coverage Form, at our option, we will either:
  - (1) Pay the value of lost or damaged property;
  - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
  - (3) Take all or any part of the property at an agreed or appraised value; or
  - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.
- b.** The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- c.** We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d.** We will not pay you more than your financial interest in the Covered Property.
- e.** We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f.** We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g.** We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:
  - (1) We have reached agreement with you on the amount of loss; or
  - (2) An appraisal award has been made.

- h.** A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

## **5. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

## **6. Vacancy**

### **a. Description Of Terms**

- (1)** As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in **(1)(a)** and **(1)(b)** below:
- (a)** When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

- (b)** When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

- (i)** Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or
- (ii)** Used by the building owner to conduct customary operations.

- (2)** Buildings under construction or renovation are not considered vacant.

### **b. Vacancy Provisions**

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1)** We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:
- (a)** Vandalism;
  - (b)** Sprinkler leakage, unless you have protected the system against freezing;
  - (c)** Building glass breakage;
  - (d)** Water damage;
  - (e)** Theft; or
  - (f)** Attempted theft.
- (2)** With respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **b.(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

## **7. Valuation**

We will determine the value of Covered Property in the event of loss or damage as follows:

- a.** At actual cash value as of the time of loss or damage, except as provided in **b.**, **c.**, **d.** and **e.** below.
- b.** If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value, even when attached to the building:

- (1) Awnings or floor coverings;
- (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
- (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- d. Glass at the cost of replacement with safety-glazing material if required by law.
- e. Tenants' Improvements and Betterments at:
  - (1) Actual cash value of the lost or damaged property if you make repairs promptly.
  - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
    - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
    - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

- (3) Nothing if others pay for repairs or replacement.

## F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

### 1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

### Example 1 (Underinsurance)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 100,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

Step (1):  $\$250,000 \times 80\% = \$200,000$   
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$100,000 \div \$200,000 = .50$

Step (3):  $\$40,000 \times .50 = \$20,000$

Step (4):  $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

### Example 2 (Adequate Insurance)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 200,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ( $\$250,000 \times 80\%$ ). Therefore, the Limit of Insurance in this example is adequate, and no penalty applies. We will pay no more than \$39,750 ( $\$40,000$  amount of loss minus the deductible of \$250).



- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

### Example 3

When: The value of the property is:

Building at Location 1:	\$ 75,000
Building at Location 2:	\$ 100,000
Personal Property at Location 2:	<u>\$ 75,000</u>
	\$ 250,000

The Coinsurance percentage for it is: 90%

The Limit of Insurance for Buildings and Personal Property at Locations 1 and 2 is: \$ 180,000

The Deductible is: \$ 1,000

The amount of loss is:

Building at Location 2: \$ 30,000

Personal Property at Location 2: \$ 20,000  
\$ 50,000

Step (1):  $\$250,000 \times 90\% = \$225,000$

(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2):  $\$180,000 \div \$225,000 = .80$

Step (3):  $\$50,000 \times .80 = \$40,000$

Step (4):  $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

## 2. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
  - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
  - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
  - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

## G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item:

### 1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.

- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
  - (1) On or after the effective date of this Optional Coverage; and
  - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

## 2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
  - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
  - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
  - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

### Example

If: The applicable Limit of Insurance is: \$ 100,000  
 The annual percentage increase is: 8%  
 The number of days since the beginning of the policy year (or last policy change) is: 146  
 The amount of increase is:  
 $\$100,000 \times .08 \times 146 \div 365 =$  \$ 3,200

## 3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- b. This Optional Coverage does not apply to:
  - (1) Personal property of others;
  - (2) Contents of a residence;
  - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or

- (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
  - (1) Until the lost or damaged property is actually repaired or replaced; and
  - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
  - (1) The Limit of Insurance applicable to the lost or damaged property;
  - (2) The cost to replace the lost or damaged property with other property:
    - (a) Of comparable material and quality; and
    - (b) Used for the same purpose; or
  - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in e.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

#### **4. Extension Of Replacement Cost To Personal Property Of Others**

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

#### **H. Definitions**

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

**COMMERCIAL PROPERTY****COMMERCIAL PROPERTY CONDITIONS**

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

**A. CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

**B. CONTROL OF PROPERTY**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

**C. INSURANCE UNDER TWO OR MORE COVERAGES**

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

**D. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

**E. LIBERALIZATION**

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

**F. NO BENEFIT TO BAILEE**

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

**G. OTHER INSURANCE**

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

**H. POLICY PERIOD, COVERAGE TERRITORY**

Under this Coverage Part:

1. We cover loss or damage commencing:
  - a. During the policy period shown in the Declarations; and
  - b. Within the coverage territory.
2. The coverage territory is:
  - a. The United States of America (including its territories and possessions);
  - b. Puerto Rico; and
  - c. Canada.

**I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance;
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you; or
  - c. Your tenant.

This will not restrict your insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WYOMING CHANGES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL PROPERTY COVERAGE PART**

**A.1.** The **Legal Action Against Us** Commercial Property Condition; and

**2.** Paragraph **(1)** of Additional Condition **F.4.e. Legal Action Against Us** in the Mortgageholders Errors And Omissions Coverage Form

are replaced by the following:

#### **LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Part unless:

- 1.** There has been full compliance with all of the terms of this Coverage Part; and
- 2.** The action is brought within 4 years beginning from the date on which the direct physical loss or damage was discovered.

**B.** In accordance with Wyoming law, the provisions of the **Loss Payment Loss** Condition stating when we will pay for loss are replaced by the following:

Claims for benefits under this Coverage Part shall be rejected or accepted and paid by us or our agent designated to receive those claims within 45 days after receipt of the claim and supporting bills.

**C.** Paragraphs:

- 1. A.(2)** in the Legal Liability Coverage Form; and
- 2. A.3.(2)** in the Mortgageholders Errors And Omissions Coverage Form;

are replaced by the following:

- (2)** Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements. But the tender of policy limits before judgment or settlement does not relieve us of our duty to defend.

**D.** The following is added as a full paragraph directly after paragraph:

- 1. A.(2)** in the Legal Liability Coverage Form; and
- 2. A.3.(2)** in the Mortgageholders Errors And Omissions Coverage Form:

Damages include prejudgment interest awarded against you.

**E.** Subparagraph **A.3.e.** in the Legal Liability Coverage Form does not apply.

**F.** Subparagraph **A.3.b.(5)** in the Mortgageholders Errors And Omissions Coverage Form does not apply.

COMMERCIAL PROPERTY  
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA**

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.  
However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
  - 1.** Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
  - 2.** Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CANCELLATION CHANGES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

The following is added to the **Cancellation** Common Policy Condition:

If any one of the following conditions exists at any building that is Covered Property in this policy, we may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least five days before the effective date of cancellation.

**A.** The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:

1. Seasonal unoccupancy;
2. Buildings in the course of construction, renovation or addition; or
3. Buildings to which the Vacancy Permit endorsement applies.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

**B.** After damage by a covered cause of loss, permanent repairs to the building:

1. Have not started; and
  2. Have not been contracted for,
- within 30 days of initial payment of loss.

**C.** The building has:

1. An outstanding order to vacate;
2. An outstanding demolition order;
3. Been declared unsafe by governmental authority.

**D.** Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

**E.** Failure to:

1. Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
2. Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.



## CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. Definitions.

### A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

### B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

#### b. Earth Movement

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic Action as set forth in **(5)(a)**, **(5)(b)** and **(5)(c)**, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5)**, is caused by an act of nature or is otherwise caused.

**c. Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

**d. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

**e. Utility Services**

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

**f. War And Military Action**

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**g. Water**

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

- (2) Mudslide or mudflow;

- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (4) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings; or

- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

**h. "Fungus", Wet Rot, Dry Rot And Bacteria**

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

**2. We will not pay for loss or damage caused by or resulting from any of the following:**

**a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:**

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.**
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.**

**d.(1) Wear and tear;**

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

**e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.**

**f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.**

- g.** Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
  - (1)** You do your best to maintain heat in the building or structure; or
  - (2)** You drain the equipment and shut off the supply if the heat is not maintained.
- h.** Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1)** Applies whether or not an act occurs during your normal hours of operation;
- (2)** Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.
- i.** Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j.** Rain, snow, ice or sleet to personal property in the open.
- k.** Collapse, including any of the following conditions of property or any part of the property:
  - (1)** An abrupt falling down or caving in;
  - (2)** Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
  - (3)** Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to **(1)** or **(2)** above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, **k.**, does not apply:

- (a)** To the extent that coverage is provided under the Additional Coverage, Collapse; or
  - (b)** To collapse caused by one or more of the following:
    - (i)** The "specified causes of loss";
    - (ii)** Breakage of building glass;
    - (iii)** Weight of rain that collects on a roof; or
    - (iv)** Weight of people or personal property.
  - l.** Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".
- This exclusion, **l.**, does not apply to damage to glass caused by chemicals applied to the glass.
- m.** Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- 3.** We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- a.** Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **1.** above to produce the loss or damage.
  - b.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
  - c.** Faulty, inadequate or defective:
    - (1)** Planning, zoning, development, surveying, siting;
    - (2)** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
    - (3)** Materials used in repair, construction, renovation or remodeling; or
    - (4)** Maintenance;

of part or all of any property on or off the described premises.

#### 4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

##### a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
  - (a) Damage or destruction of "finished stock"; or
  - (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.
- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
  - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
  - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- (5) Any other consequential loss.

##### b. Leasehold Interest Coverage Form

- (1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
  - (a) Your cancelling the lease;
  - (b) The suspension, lapse or cancellation of any license; or
  - (c) Any other consequential loss.

##### c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
  - (a) Paragraph **B.1.a.** Ordinance Or Law;
  - (b) Paragraph **B.1.c.** Governmental Action;
  - (c) Paragraph **B.1.d.** Nuclear Hazard;
  - (d) Paragraph **B.1.e.** Utility Services; and
  - (e) Paragraph **B.1.f.** War And Military Action.
- (2) The following additional exclusions apply to insurance under this Coverage Form:

##### (a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

##### (b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.



**5. Additional Exclusion**

The following provisions apply only to the specified property:

**Loss Or Damage To Products**

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

**C. Limitations**

The following limitations apply to all policy forms and endorsements, unless otherwise stated:

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
  - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
  - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
  - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
    - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
    - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.
 

However, this limitation does not apply to:

  - (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
  - (2) Business Income Coverage or Extra Expense Coverage.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
- f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
- g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
  - (1) Dampness or dryness of atmosphere or of soil supporting the vegetation;
  - (2) Changes in or extremes of temperature;
  - (3) Disease;
  - (4) Frost or hail; or
  - (5) Rain, snow, ice or sleet.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
  - a. Animals, and then only if they are killed or their destruction is made necessary.
  - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
    - (1) Glass; or
    - (2) Containers of property held for sale.
  - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.
 

However, this limitation does not apply:

    - (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):

- a.** \$2,500 for furs, fur garments and garments trimmed with fur.
- b.** \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- c.** \$2,500 for patterns, dies, molds and forms.
- d.** \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:

- a.** Results in discharge of any substance from an automatic fire protection system; or
- b.** Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

#### **D. Additional Coverage – Collapse**

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage, Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- a.** Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- b.** Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- c.** Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
- d.** Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

- (1) A cause of loss listed in **2.a.** or **2.b.**;
- (2) One or more of the "specified causes of loss";
- (3) Breakage of building glass;
- (4) Weight of people or personal property; or
- (5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does not apply to:

- a.** A building or any part of a building that is in danger of falling down or caving in;
- b.** A part of a building that is standing, even if it has separated from another part of the building; or
- c.** A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a.** Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;

- b. Awnings, gutters and downspouts;
  - c. Yard fixtures;
  - d. Outdoor swimming pools;
  - e. Fences;
  - f. Piers, wharves and docks;
  - g. Beach or diving platforms or appurtenances;
  - h. Retaining walls; and
  - i. Walks, roadways and other paved surfaces;
- if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
  - b. The personal property which collapses is inside a building; and
  - c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

- 6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- 7. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.
- 8. The term Covered Cause of Loss includes the Additional Coverage, Collapse, as described and limited in **D.1.** through **D.7.**

#### **E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria**

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

- a. A "specified cause of loss" other than fire or lightning; or
- b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
  - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
  - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, in a later policy period.



4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.
6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form:
- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
  - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

## F. Additional Coverage Extensions

### 1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
  - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
  - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
  - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

### 2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

**3. Glass**

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension **F.3.** does not increase the Limit of Insurance.

**G. Definitions**

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following:
  - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
    - (1) The cost of filling sinkholes; or
    - (2) Sinking or collapse of land into man-made underground cavities.
  - b. Falling objects does not include loss or damage to:
    - (1) Personal property in the open; or
    - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
  - c. Water damage means:
    - (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and

- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **c.(1)** or **c.(2)** of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

POLICY NUMBER: HUP2816-03

COMMERCIAL PROPERTY  
CP 12 18 10 12**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE PROVISIONS**

This endorsement modifies insurance provided under the following:

BUILDERS' RISK COVERAGE FORM  
 BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
 CONDOMINIUM ASSOCIATION COVERAGE FORM  
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
 STANDARD PROPERTY POLICY

**SCHEDULE**

<b>Location Number:</b> 001	<b>Building Number:</b> 003	<b>Applicable Clause</b> (Enter C.1., C.2., C.3. or C.4.): C.1.
<b>Description Of Property:</b> Business Personal Property  <b>Loss Payee Name:</b> Wells Fargo Bank, NA  <b>Loss Payee Address:</b> 102 E 2nd Street Powell, WY 82435		
<b>Location Number:</b> 001	<b>Building Number:</b> 004	<b>Applicable Clause</b> (Enter C.1., C.2., C.3. or C.4.): C.1.
<b>Description Of Property:</b> Business Personal Property  <b>Loss Payee Name:</b> Wells Fargo Bank, NA  <b>Loss Payee Address:</b> 102 E 2nd St Powell, WY 82435		
<b>Location Number:</b> 001	<b>Building Number:</b> 005	<b>Applicable Clause</b> (Enter C.1., C.2., C.3. or C.4.): C.1.
<b>Description Of Property:</b> Business Personal Property  <b>Loss Payee Name:</b> Wells Fargo Bank, NA  <b>Loss Payee Address:</b> 102 E 2nd St Powell, WY 82435		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

- A. When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- B. Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.
- C. The following is added to the **Loss Payment** Loss Condition, as indicated in the Declarations or in the Schedule:

**1. Loss Payable Clause**

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- a. Adjust losses with you; and
- b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear

**2. Lender's Loss Payable Clause**

- a. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- (1) Warehouse receipts;
- (2) A contract for deed;
- (3) Bills of lading;
- (4) Financing statements; or
- (5) Mortgages, deeds of trust, or security agreements.

- b. For Covered Property in which both you and a Loss Payee have an insurable interest:

- (1) We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- (2) The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

- (3) If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (a) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (b) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (c) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- (4) If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (a) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (b) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- c. If we cancel this policy, we will give written notice to the Loss Payee at least:

- (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- d. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

### 3. Contract Of Sale Clause

- a. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered into a contract with for the sale of Covered Property.
- b. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:
  - (1) Adjust losses with you; and
  - (2) Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
- c. The following is added to the **Other Insurance** Condition:  
For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

### 4. Building Owner Loss Payable Clause

- a. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building in which you are a tenant.
- b. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
- c. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

## SCHEDULE

<b>Premises Number:</b>	001	<b>Building Number:</b>	006	<b>Applicable Clause (Enter C., D., E., or F.):</b>	C.1.
<b>Description Of Property:</b> Business Personal Property  <b>Loss Payee Name:</b> Wells Fargo Bank, NA <b>Loss Payee Address:</b> 102 E 2nd St Powell, WY 82435					
<b>Premises Number:</b>	004	<b>Building Number:</b>	001	<b>Applicable Clause (Enter C., D., E., or F.):</b>	C.1.
<b>Description Of Property:</b> Business Personal Property  <b>Loss Payee Name:</b> Ocwen Loan Services <b>Loss Payee Address:</b> PO Box 659826 San Antonio, TX 78265					
<b>Premises Number:</b>		<b>Building Number:</b>		<b>Applicable Clause (Enter C., D., E., or F.):</b>	
<b>Description Of Property:</b>  <b>Loss Payee Name:</b> <b>Loss Payee Address:</b>					
<b>Premises Number:</b>		<b>Building Number:</b>		<b>Applicable Clause (Enter C., D., E., or F.):</b>	
<b>Description Of Property:</b>  <b>Loss Payee Name:</b> <b>Loss Payee Address:</b>					
<b>Premises Number:</b>		<b>Building Number:</b>		<b>Applicable Clause (Enter C., D., E., or F.):</b>	
<b>Description Of Property:</b>  <b>Loss Payee Name:</b> <b>Loss Payee Address:</b>					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

**MARKEL INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
CAUSES OF LOSS - BASIC FORM  
CAUSES OF LOSS - BROAD FORM  
CAUSES OF LOSS - SPECIAL FORM  
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM  
EXTRA EXPENSE COVERAGE FORM

When a limit and/or Deductible is shown in the **Schedule** below, the coverage limit replaces the limit provided within this **Equipment Breakdown Enhancement Endorsement**, and the Deductible replaces the Deductible provided in the **Coverage Form** on which this endorsement is attached.

**SCHEDULE**

The Limits and/or Deductible shown in this Schedule apply to the following:		
COVERAGE	LIMITS	DEDUCTIBLE: (Dollar)
Equipment Breakdown Coverage Pollutant Clean Up and Removal Refrigerant Contamination Spoilage Coverage		\$10,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
COMMERCIAL UNIT-OWNERS COVERAGE FORM

**A. COVERAGE****4. Additional Coverages**

The following **Additional Coverages** are added:

♦ **Pollutant Clean Up And Removal**

We will pay for the Pollutant Clean Up and Removal for loss resulting from an "equipment breakdown". The most we will pay for the Pollutant Clean Up and Removal is \$250,000, unless a higher limit is provided in the Schedule of this endorsement. In that case, whichever limit is greater will apply.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water at your covered location(s).



♦ **Expediting Expenses**

We will pay for the expediting expense loss resulting from an "equipment breakdown" with respect to your damaged Covered Property. We will pay the "reasonable extra cost" to:

- a. Make temporary repairs;
- b. Expedite permanent repairs; and
- c. Expedite permanent replacement.

"Reasonable extra cost" shall mean the extra cost of temporary repair and of expediting the repair of such damaged equipment of yours, including overtime and the extra cost of express or other rapid means of transportation. This will be a part of and not an addition to the limit per occurrence.

♦ **Refrigerant Contamination**

We will pay the loss from contamination by a refrigerant used in refrigerating, cooling or humidity control equipment at the described premises as a result of an "equipment breakdown".

The most we will pay for loss or damage under this coverage is \$250,000, unless a higher limit is provided in the Schedule of this endorsement. In that case, whichever limit is greater will apply.

♦ **Spoilage**

We will pay for loss of "perishable goods" due to spoilage resulting from lack or excess of power, light, heat, steam or refrigeration caused by an "equipment breakdown" to types of property covered by this policy that are:

- a. Located on or within 1,000 feet of your described premises;
- b. Owned or used by you, owned by the building owner at your described premises, or owned by a public utility; and
- c. Used to supply telephone, electricity, air conditioning, heating, gas, water or steam to your described premises.

However, we will not pay for any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.

The most we will pay for loss or damage under this coverage is \$250,000, unless a higher limit is provided in the Schedule of this endorsement. In that case, whichever limit is greater will apply.

♦ **Service Interruption**

Any insurance provided for Business Income and Extra Expense is extended to apply to your loss, damage or expense caused by an "equipment breakdown" to equipment that is owned by a utility, landlord or other supplier with whom you have a contract to supply you with any of the following services:

Electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. Loss or damage caused by a surge of power is also covered. The equipment must meet the definition of "equipment breakdown", except that it is not Covered Property.

However, we will not pay for any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.

♦ **CFC Refrigerants**

We will pay for the "additional cost" to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances resulting from an "equipment breakdown".

"Additional costs" mean those costs in excess of what would have been required to repair or replace covered property, had no CFC refrigerant been involved. We also pay for additional loss as described under the Spoilage or loss of income coverages provided by this endorsement, caused by the presence of a refrigerant containing CFC substances.

We pay no more than the least of the following:

- a. The cost to repair the damaged property and replace any lost CFC refrigerant;
- b. The cost to repair the damaged property, retrofit the system to accept a non-CFC refrigerant, and charge the system with a non-CFC refrigerant; or
- c. The cost to replace the system with one using a non-CFC refrigerant.

♦ **Computer Equipment**

We will pay for loss or damage to your "computer equipment" caused by an "equipment breakdown".

"Computer equipment" means Covered Property that is electronic computer or other data processing equipment, including peripherals used in conjunction with such equipment, and electronic media and records.

♦ **Media Or Data**

We will pay for loss or damage to your "media" or "data" caused by an "equipment breakdown". We will pay for your cost to research, replace, restore all forms of electronic and magnetic tapes and disks and "data" and the costs to reprogram instructions for use in any covered electronic computer or electronic data processing equipment.

We will not pay to reproduce:

1. Software programs or operating systems that are not commercially available; or
2. "Data" that is obsolete, unnecessary or useless to you.

The most we will pay for loss or damage under this coverage for "media" and "data" is \$25,000.

If "media" is damaged or "data" is lost or corrupted, we will pay your actual loss of Business Income and Extra Expense during the time necessary to:

1. Research, replace or restore the damaged "media" or lost or corrupted "data"; and
2. Reprogram instructions used in any covered "computer equipment".

There shall be no coverage for any "media" or "data" that we determine is not or cannot be replaced or restored.

We will pay the lesser of your actual loss of Business Income and Extra Expense up to 30 days after the "period of restoration" or \$25,000.

"Media" means material on which "data" is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.

"Data" means information or instructions used by computers or computerized equipment.

"Restoration period" means the period of time that:

1. Begins at the time of the occurrence or 24 hours before we receive notice of occurrence, whichever one is later; and
2. Ends 5 consecutive days after the date when the damaged property at the premises described in the Declarations is repaired or replaced with reasonable speed and similar quality.

♦ **Ordinance Or Law Coverage**

The following applies, and provided these increases in loss are necessitated by the enforcement of any laws or ordinances that are in force at the time of the "equipment breakdown", which regulate the demolition, construction, repair or use of the building or structure. With respect to the building or structure that was damaged as a result of an "equipment breakdown":

1. We will pay for:
  - a. The loss in value of the undamaged portion of the building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of undamaged parts of the same building or structure;
  - b. Your actual cost to demolish the building or structure and clear the site of the undamaged parts of the same building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of such undamaged property; and
  - c. The increased cost actually and necessarily expended to:
    - (1) Repair or reconstruct the damaged or destroyed portions of the building or structure; and
    - (2) Reconstruct or remodel the undamaged portions of that building or structure intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or

land use ordinance or law. Coverage applies whether or not demolition is required on:

- (a) The same premises or on another premises if you so elect. However, if you rebuild at another premises, the most we will pay is the increased cost of construction that we would have paid to rebuild at the same premises; or
- (b) Another premises if the relocation is required by the ordinance or law. The most we will pay is the increased cost of construction at the new premises.

**2. We will not pay for any:**

- a. Demolition or site clearing until the undamaged portions of the buildings or structures are actually demolished;
- b. Increased cost of construction until the damaged or destroyed buildings or structures are actually repaired, reconstructed, or remodeled and approved by the regulating government agency;
- c. Loss due to any ordinance or law that:
  - (1) You were required to comply with before the loss, even if the building was undamaged; and
  - (2) You failed to comply with.
- d. Excess of the amount required to meet the minimum requirements of any ordinance or law at the time of the "equipment breakdown"; or
- e. Increase in loss resulting from a substance declared to be hazardous to health or environment by any government agency.

**3. Application Of Coverage:**

- a. If the building or structure is damaged by an "equipment breakdown" that is covered under this policy and such damage results in enforcement of the ordinance or law, coverage is provided.
- b. If the building or structure sustains both damages that are covered under this policy and damages that are not covered under this policy, and the damage in its entirety results in enforcement of the ordinance or law, we will not pay the full amount of the loss under this coverage. Instead, we will pay only that proportion of such loss: meaning the proportion that the covered "equipment breakdown" loss bears to the total physical damage.
- c. If the building or structure is damaged by an "equipment breakdown" that is not covered by this endorsement, and such damage is the only subject of the ordinance or law, then there is no coverage under this endorsement even if the building or structure has also sustained damage by an "equipment breakdown" that is covered.

The most we will pay for loss or damage under this coverage is \$100,000.

♦ **Environmental, Safety And Energy Efficiency Improvements**

If Covered Property requires repair or replacement due to an "equipment breakdown", we will pay your additional cost to replace with equipment that is better for the environment, safer, or more energy efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to repair or replace with like-kind and quality. This condition does not apply to any property to which Actual Cash Value applies.

♦ **Green Environmental And Efficiency Improvements**

If Covered Property requires repair or replacement due to an "equipment breakdown", we will pay:

- 1. The lesser of the reasonable and necessary additional cost incurred by you to repair or replace physically damaged Covered Property with equipment of like-kind and quality which qualifies as "green". Like-kind and quality includes similar size and capacity.
- 2. The additional reasonable and necessary fees incurred by you for an accredited professional, certified by a "green authority" to participate in the repair or replacement of physically damaged Covered Property as "green".
- 3. The additional reasonable and necessary cost incurred by you for certification or recertification of the repaired or replaced Covered Property as "green".
- 4. The additional reasonable and necessary cost incurred by you for "green" in the removal, disposal or recycling of damaged Covered Property.
- 5. The Business Income and Extra Expense (if covered within the policy to which this Equipment Breakdown Enhancement Endorsement - Green Environmental and Efficiency Improvements is attached)

loss during the additional time required for repair or replacement of Covered Property, consistent with "green", in the coverages above.

We will not pay more than 125%, up to a maximum limit of \$100,000, of what the cost would have been to repair or replace with equipment of like-kind and quality inclusive of fees, costs, and any Business Income and Extra Expense loss incurred as stated above.

**Green Environmental and Efficiency Improvements** does not cover any of the following:

1. Covered Property does not include "stock", raw materials, finished goods, "production machinery", merchandise, electronic data processing equipment not used in the functional support of the real property, process water, molds and dies, property in the open, property of others for which you are legally liable, or personal property of others.
2. Any loss adjusted on any valuation basis other than a repair or replacement basis as per the Valuation section of this policy.
3. Any loss covered under any other section of this policy.
4. Any cost incurred due to any law or ordinance with which you were legally obligated to comply prior to the time of the "equipment breakdown".

#### D. DEDUCTIBLE

If a Deductible is shown in the Schedule of this endorsement, it will replace the Deductible provided in the Coverage Form on which this endorsement is attached as follows:

##### 1. Application Of Deductibles

We will not pay for loss or damage resulting from any one occurrence until the amount of a covered loss or damage exceeds the Deductible shown in the Schedule. We will then pay the amount of covered loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

When the initial occurrence causes another occurrence, all will be considered one occurrence. All occurrences at any one location that manifest themselves at the same time and are the result of the same cause will be considered one occurrence.

##### 2. Determination Of Deductibles

###### a. Dollar Deductible

If a Dollar Deductible is shown in the Schedule, we will first subtract the Deductible amount from any loss we would otherwise pay.

#### F. ADDITIONAL CONDITIONS

The following **Additional Conditions** are added:

##### ♦ Suspension

Whenever Covered Property is found to be in, or exposed to a dangerous condition, any of our representatives may immediately suspend the insurance provided by this endorsement against loss or damage to that Covered Property. Coverage can be suspended or reinstated by delivering or mailing a written notice of suspension of coverage or reinstatement to:

1. Your last known address; or
2. The address where the property is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

##### ♦ Jurisdictional Inspections

If any Covered Property under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

#### H. DEFINITIONS

The following **Definitions** are added:

"Equipment breakdown" as used herein means:

##### a. Physical loss or damage both originating within:

- (1) Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:

- (a) Waste disposal piping;
- (b) Any piping forming part of a fire protective system;
- (c) Furnaces; and
- (d) Any water piping other than:
  - (i) Boiler feed water piping between the feed pump and the boiler;
  - (ii) Boiler condensate return piping; or
  - (iii) Water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.

(2) All mechanical, electrical, electronic or fiber optic equipment; and

b. Caused by, resulting from, or consisting of:

- (1) Mechanical breakdown;
- (2) Electrical or electronic breakdown;
- (3) Rupture, bursting, bulging, implosion, or steam explosion; or
- (4) If covered electrical equipment requires drying out as a result of a flood, we will pay for the direct expenses of such drying out.

However, "equipment breakdown" will not mean:

- a. Physical loss or damage caused by or resulting from any of the following; however if loss or damage not otherwise excluded results, then we will pay for such resulting damage:
  - (1) Wear and tear;
  - (2) Rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any other quality in property that causes it to damage or destroy itself;
  - (3) Smog;
  - (4) Settling, cracking, shrinking or expansion;
  - (5) Nesting or infestation, or discharge or release of waste products or secretions, by birds, rodents or other animals;
  - (6) Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs or software;
  - (7) The following causes of loss to personal property:
    - (a) Dampness or dryness of atmosphere;
    - (b) Marring or scratching.
- b. Loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.

"Green" as used herein means products, materials, methods and processes certified by a "green authority" that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact.

"Green authority" as used herein means an authority on "green" buildings, products, materials, methods or processes certified and accepted by Leadership in Energy and Environmental Design (LEED®), "Green" Building Initiative Green Globes®, Energy Star Rating System or any other recognized "green" rating system.

"Perishable goods" means personal property maintained under controlled conditions for its preservation and susceptible to loss or damage if the controlled conditions change.

"Production machinery" as used herein means any machine which processes, forms, shapes, or transports raw materials, materials in process, waste materials or finished products.

**CAUSES OF LOSS - BASIC FORM**  
**CAUSES OF LOSS - BROAD FORM**  
**CAUSES OF LOSS - SPECIAL FORM**

**A. COVERED CAUSES OF LOSS**

The following **Covered Causes of Loss** is added: "equipment breakdown".

**B. EXCLUSIONS**

The following **Exclusions B.2.** are deleted from the **CAUSES OF LOSS - BASIC FORM**:

- a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

(1) Electrical or electronic wire, device, appliance, system or network; or

(2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this Exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

(a) Electrical current, including arcing;

(b) Electrical charge produced or conducted by a magnetic or electromagnetic field;

(c) Pulse of electromagnetic energy; or

(d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- d. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion.
- e. Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

The following **Exclusions B.2.** are deleted from the **CAUSES OF LOSS - BROAD FORM**:

- a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

(1) Electrical or electronic wire, device, appliance, system or network; or

(2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this Exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

(a) Electrical current, including arcing;

(b) Electrical charge produced or conducted by a magnetic or electromagnetic field;

(c) Pulse of electromagnetic energy; or

(d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion.
- c. Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

The following **Exclusions B.2.** are deleted from the **CAUSES OF LOSS - SPECIAL FORM**:

- a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

(1) Electrical or electronic wire, device, appliance, system or network; or

(2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this Exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

(a) Electrical current, including arcing;



- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- d. (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

As respects this endorsement only, the last paragraph of **Exclusion B.2.d.** is deleted and replaced with the following:

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in an "equipment breakdown", we will pay for the loss or damage caused by that "equipment breakdown".

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

The following **Limitations C.1.** are deleted from the **CAUSES OF LOSS - SPECIAL FORM**:

- a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

#### **G. Definitions - CAUSES OF LOSS SPECIAL FORM**

The following is added to the "Specified Causes of Loss" definition:

"Specified Causes of Loss" also means "equipment breakdown".

#### **COMMERCIAL PROPERTY ADVANTAGE EXTENSION ENDORSEMENT COMMERCIAL PROPERTY PRIME EXTENSION ENDORSEMENT**

#### **6. Additional Coverages**

The following **Additional Coverage** is added:

##### **e. Business Income from Dependent Properties**

- (1) Subject to the same terms and conditions, the Business Income and Extra Expense or Extra Expense only coverage provided by this Coverage Part is extended to cover your loss, if any, resulting from an "equipment breakdown" to property at a premises that is not owned or operated by you which:
  - (a) Wholly or partially prevents the delivery of services or material to you or from you to others for your account: or
  - (b) Results in the loss of sales at your premises shown in the Declarations.
- (2) You shall use your influence to induce the contributing or recipient premises to make use of any other machinery, equipment, supplies or premises available in order to resume operations and delivery of services or materials to you, or the acceptance of products or services from you. You shall cooperate with the contributing or recipient premises to this effect in every way, but not financially unless authorized by us.

The most we will pay for loss or damage under this coverage is \$25,000.

#### **CUSTOM HOSPITALITY ENHANCEMENT ELITE HOSPITALITY ENHANCEMENT**

The following is deleted from the **EXHIBITION COVERAGE AND PROCESSORS COVERAGE - EXCLUSIONS**:

- (6) Artificially generated current causing a short circuit or other electrical disturbance within an article covered under this Coverage Form. But, if artificially generated current, as described above, results in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form. This Exclusion only applies to loss or damage to that article in which the disturbance occurs.



**CAST & SHOOT ENHANCEMENT  
PRO GUIDE PLUS ENHANCEMENT**

The following is deleted from the Exclusions for **PROCESSORS COVERAGE**:

- (6) Artificially generated current causing a short circuit or other electrical disturbance within an article covered under this Coverage Form. But, if artificially generated current, as described above, results in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form. This Exclusion only applies to loss or damage to that article in which the disturbance occurs.

All other terms and conditions remain the same.



## Markel Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### WYOMING COMMERCIAL PROPERTY ADVANTAGE ENHANCEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
 CONDOMINIUM ASSOCIATION COVERAGE FORM  
 CAUSES OF LOSS - SPECIAL FORM

The following coverages and extensions are added to this policy as detailed below. These coverages and extensions apply separately to each of your premises described in the Declarations. As respects any coverage provided by this endorsement, if higher limits are provided on any other Schedule, Declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible. The Deductible provisions do not preclude the imposition of any applicable coverage waiting period, as stated in a specific coverage section of this endorsement. Unless a separate Deductible amount is shown in a specific coverage section of this endorsement, we will not pay for loss or damage in any one occurrence under any coverage on this endorsement until the amount of loss or damage exceeds the lesser of the Building or Business Personal Property Deductible applicable to the highest valued building on the Schedule at the covered location at the time of loss. Deductibles do not reduce the amount of insurance.

#### AMENDMENTS TO COVERAGES UNDER THE BUILDING AND PERSONAL PROPERTY COVERAGE FORM AND CONDOMINIUM ASSOCIATION COVERAGE FORM

SCHEDULE OF COVERAGES	LIMIT OF INSURANCE
Signs, Fences And Antennas (Including Satellite Dishes)	*
Tenants' Building Glass	*
Debris Removal	\$50,000
Fire Department Service Charge	Actual Loss Sustained
Pollutant Clean-up And Removal	\$25,000
Ordinance Or Law	
Loss To The Undamaged Portion Of The Building	Up to Building Limit
Demolition Cost And Increased Cost Of Construction	Combined Limit: \$500,000
Electronic Data Processing Equipment (Including Extra Expense, Software And Transit)	\$50,000
Business Income And Extra Expense	\$300,000
Civil Authority	Included in the Business Income And Extra Expense Limit
Alterations And New Buildings	Included in the Business Income And Extra Expense Limit
Extended Business Income	Included in the Business Income And Extra Expense Limit
Interruption Of Computer Operations	\$2,500
Utility Services – Business Income	\$10,000
Business Income From Dependent Properties	\$25,000
Ordinance Or Law – Increased Period Of	\$25,000

Restoration	
Business Income Coverage Extension – Newly Acquired Locations	\$100,000
Refrigerated Goods Spoilage	\$10,000
Accounts Receivable	\$25,000
Fine Arts	\$25,000
Exhibition Coverage	\$10,000
Salespersons' Samples Coverage	\$10,000
Processors' Coverage	\$25,000
Fire Protection Device Recharge	Actual Loss Sustained
Loss Data Preparation	\$10,000
Money And Securities	\$5,000 on premises/\$5,000 off premises
Criminal Reward	\$5,000
Employee Theft	\$10,000
Forgery Or Alteration	\$10,000
Money Orders And Counterfeit Money	\$1,000
Utility Services – Direct Damage	\$10,000
Contractual Penalties	\$25,000 per occurrence with a \$100,000 annual aggregate limit
Newly Acquired Or Constructed Property – Buildings	\$1,000,000
Newly Acquired Or Constructed Property – Business Personal Property	\$500,000
Personal Effects And Property Of Others	\$25,000 per occurrence/\$1,000 per person
Valuable Papers And Records (Other Than Electronic Data)	\$25,000
Property Off-premises	\$25,000
Outdoor Property	\$10,000 per occurrence/\$2,500 per item
Discharge From Sewer, Drain Or Sump (Not Flood-Related)	*
Emergency Vacating Expenses	\$5,000
Inflation Guard	4%
Lawn Coverage	\$2,000
Premises Limitation	1,000 feet
Consequential Damage	\$10,000
Brands And Labels	\$10,000
Deferred Payments	\$25,000
Worldwide Personal Property	\$10,000
Revised Valuation Provision	*
Replacement Cost – Personal Property Of Others	*

#### **AMENDMENTS TO COVERAGES UNDER THE CAUSES OF LOSS – SPECIAL FORM**

<b>SCHEDULE OF COVERAGES</b>	<b>LIMIT OF INSURANCE</b>
Continuous Or Repeated Seepage	*
Liquids, Powder Or Molten Metals	*
Personal Property In The Open	*
Theft Loss To Fur, Fur Garments	\$5,000
Theft Loss To Jewelry, Watches, Watch Movements	\$5,000
Theft Loss To Gold, Silver, Platinum And Alloys Used In Manufacturing	\$25,000
Theft Loss To Building Materials And Supplies Not	*

Attached As Part Of The Building Or Structure	
Builders' Machinery, Tools And Equipment	*
Patterns, Dies And Molds	*
Property In Transit	\$10,000
Lock Replacement	\$1,000

\* A sublimit does not apply to this coverage. Coverage is included within the applicable Building or Business Personal Property limit.

If two or more of this endorsement's Coverages, Additional Coverages or Extensions apply to the same loss, the most that we will pay for that loss is the actual amount of loss or damage, but no more than the highest Limit of Insurance for the Coverages, Additional Coverages or Extensions that applies.

# **I. THE BUILDING AND PERSONAL PROPERTY COVERAGE FORM AND CONDOMINIUM ASSOCIATION COVERAGE FORM ARE AMENDED AS FOLLOWS:**

## **A. Signs, Fences And Antennas (Including Satellite Dishes)**

1. The following are added to Building in the Coverage section:

Fences, signs, and antennas (including satellite dishes) and their lead-in wiring, masts or towers.

2. "Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers" is deleted from Property Not Covered.
3. The provision referencing outdoor signs is deleted in its entirety from the Limits Of Insurance section.

## **B. Tenants' Building Glass**

The following is added to Your Business Personal Property in the Coverage section:

We will pay for direct physical loss of or damage to building glass at covered properties caused by or resulting from a Covered Cause of Loss provided that:

- (a) You are a tenant of the building shown in the Declarations of this policy; and
- (b) You have a contractual responsibility to insure the building glass or a contractual responsibility to pay for loss or damage to that property.

The value of property covered under this endorsement will be determined in accordance with the Valuation condition applicable under this Coverage Form or Policy or at the amount for which you are liable under contract, whichever is less. If required by law, glass is covered at the cost of replacement with safety glazing material.

## **C. The following Additional Coverages are amended:**

### **Debris Removal**

Paragraph (4) of Debris Removal is replaced by the following:

- (4) We will pay up to the additional amount shown in the Schedule of this endorsement for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
  - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
  - (b) The actual debris removal expense exceeds 25% of the sum of the Deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus the limit for Debris Removal shown on the Schedule of this endorsement.

### **Fire Department Service Charge**

Fire Department Service Charge is replaced by the following:

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay the actual amount charged for service at each premises described in the Declarations. We will pay the actual

amount charged regardless of the number of responding fire departments or fire units and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

### **Pollutant Clean-up And Removal**

The Limit of Insurance for Pollutant Clean-up And Removal is replaced by the limit shown in the Schedule of this endorsement.

### **Ordinance Or Law**

a. The following replaces the Additional Coverage, Increased Cost of Construction:

#### **(1) Application Of Coverages**

(a) The Coverages provided by this provision apply only if **a.(1)(a)(i)** through **a.(1)(a)(iv)** are satisfied and then subject to the qualifications set forth in **a.(1)(b)**:

(i) The ordinance or law:

- i. Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- ii. Is in force at the time of loss.

But coverage under this provision applies only in response to minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this provision.

(ii) When the building sustains direct physical damage that is covered under this policy and as a result of such damage, you are required to comply with the ordinance or law;

(iii) When the building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety, you are required to comply with the ordinance or law;

(iv) Except if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this provision even if the building has also sustained covered direct physical damage.

(b) In the situation described in **a.(1)(a)(iii)**, we will not pay the full amount of loss otherwise payable under this coverage. Instead, we will pay a proportion of such loss, meaning the proportion of the loss that the covered direct physical damage bears to the total physical damage.

However if the covered direct physical damage alone would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of this coverage.

#### **(2) Coverage**

With respect to the building that has sustained covered direct physical damage, we will pay:

(a) **Loss To The Undamaged Portion Of The Building:** For the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building;

(b) **Demolition Cost:** The cost to demolish and clear the site of undamaged parts of the same building as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property;

(c) **Increased Cost Of Construction:** The increased cost to:

(i) Repair or reconstruct damaged portions of that building; and/or

- (ii) Reconstruct or remodel undamaged portions of that building whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

- (i) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (ii) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

**(3) We will not pay:**

**(a) Under coverage in a.(2)(a), (b) or (c) above for:**

- (i) Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- (ii) The costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

**(b) For loss due to any ordinance or law that:**

- (i) You were required to comply with before the loss, even if the building was undamaged; and
- (ii) You failed to comply with.

**(4) Loss Payment**

All of the following loss payment provisions are subject to the apportionment procedures set forth in Paragraph **a.(1)(b)** of this section.

**(a) When there is a covered claim for Loss To The Undamaged Portion Of The Building, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:**

- (i) If the Replacement Cost Coverage Option applies and the property is being repaired or replaced on the same or another premises, we will not pay more than the amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured;
- (ii) If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the actual cash value of the building at the time of loss.

The Loss To The Undamaged Portion Of The Building is subject to the Limit of Insurance shown in the Declarations as applicable to the covered building.

**(b) The most we will pay for the total of all covered losses for Demolition Cost and Increased Cost Of Construction is the limit shown in the Schedule of this endorsement.**

**(c) The following loss payment provisions also apply:**

- (i) For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- (ii) With respect to Increased Cost Of Construction:
  - i. We will not pay for Increased Cost Of Construction until the property is actually repaired or replaced at the same or another premises and unless the repair or replacement is made as

soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

- ii. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for Increased Cost Of Construction is the increased cost of construction at the same premises.
- iii. If the ordinance or law requires relocation to another premises, the most we will pay for Increased Cost Of Construction is the increased cost of construction at the new premises.

(5) The terms of this coverage apply separately to each building to which this coverage applies.

b. The Ordinance Or Law exclusion in the **CAUSES OF LOSS – SPECIAL FORM** is deleted in its entirety.

**Electronic Data Processing Equipment (Including Extra Expense, Software And Transit)**

Electronic Data is replaced by the following:

(1) We will pay for:

- (a) Loss or damage to equipment, meaning your electronic data processing, word processing and telecommunications equipment, including their component parts.
- (b) Loss or damage to software, meaning electronic data, computer programs and media:
  - (i) Electronic data has the meaning described under Property Not Covered, Electronic Data.
  - (ii) Media means the material on which electronic data is recorded.
- (c) Extra Expense, meaning necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property:
  - (i) To avoid or minimize the "suspension" of business and to continue your normal "operations":
    - i. At the described premises; or
    - ii. At replacement premises or at temporary locations, including relocation expenses and costs to equip and operate the replacement or temporary locations;
  - (ii) To minimize "suspension" of business if you cannot continue your normal "operations"; or
  - (iii) To repair or replace the lost information on damaged valuable papers and records to the extent it reduces the amount of loss that otherwise would have been payable under this Extra Expense coverage.
- (d) Loss or damage to duplicate electronic data and media:
 

We will pay up to the limit shown in the Schedule of this endorsement in any one occurrence for loss to duplicate or back-up electronic data and media which are stored at premises other than those shown in the Declarations.

(2) We will pay up to the limit stated in the Schedule of this endorsement for the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to:

- (a) Electronic data processing equipment, word processing equipment, telecommunications equipment or electronic data and media, which you own, lease or is under your control and is at your described premises or in transit;
- (b) The building in which the property described in (2)(a) above is located, provided the building is damaged to an extent which prevents access to the property;
- (c) The air conditioning system that specifically services your electronic data or word processing operation; or
- (d) The electrical or telecommunication system that specifically services your electronic data or word processing operation, provided the damage to the system occurs inside or within 1,000 feet of the building housing your electronic data or word processing operation.

(3) Covered Property does not include:

- (a) Property you loan, rent or lease while it is away from your described premises;



- (b) Electronic data or media which cannot be replaced with other of the same kind or quality; or
- (c) Accounts, bills, evidences of debt, valuable papers, abstracts, records, deeds, manuscripts or other documents, unless converted to electronic data, and then only in that form.
- (4) Exclusions: The **CAUSES OF LOSS – SPECIAL FORM** is amended as follows as respects Electronic Data Processing Equipment (Including Extra Expense, Software And Transit):
  - (a) The following exclusions are deleted: **2.a., 2.c., 2.d.(2), 2.d.(3), 2.d.(4), 2.d.(5), 2.d.(6), 2.d.(7)(a), 2.e., 2.i.**
  - (b) The following exclusions are added:
    - Any change in, or interruption of:
      - (i) Power supply; or
      - (ii) Telecommunications service;
 if the change originates more than 1,000 feet away from the premises containing the Covered Property (equipment). But if a loss or damage by fire, explosion or theft results, we will pay for that resulting loss.
    - In addition to the above, we will not pay for any Extra Expense you incur due to:
      - (i) Programming errors or incorrect machine instructions;
      - (ii) Interference by strikers or other persons with repairs to damaged property, or with resumption of normal "operations";
      - (iii) Mechanical or machinery breakdown of any property not named in the Extra Expense coverage;
      - (iv) The suspension, lapse or cancellation of any lease, license or contract beyond the "period of restoration"; or
      - (v) Any other consequential loss.
- (5) Valuation will be determined as follows:
  - (a) Equipment: We will adjust a loss to equipment on the basis of replacement cost.
    - The most we will pay is:
      - (i) The amount necessary to repair the equipment;
      - (ii) The amount necessary to replace the equipment with material of the same kind or quality; or
      - (iii) The applicable Limit of Insurance;
 whichever is less.
  - (b) Software:
    - (i) Electronic data (including computer programs): The most we will pay is the actual cost of replacing the data. If it is not replaced or reproduced, we will pay the cost of the blank media.
    - (ii) Media: We will value media at the cost to replace the media with material of the same kind or quality.

If we notify you in writing after we receive your signed, sworn statement of loss, we may take all or part of the damaged property at a value that we will agree upon with you. If we choose, we may also repair the damaged property, or replace it with similar property.

This Additional Coverage does not apply to your "stock" of pre-packaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.

The most we will pay under this Additional Coverage is the limit shown in the Schedule of this endorsement.

**D. The following Additional Coverages are added:**

**Business Income And Extra Expense**

**(1) Coverage**

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises that are described in the Declarations of the policy to which this endorsement is attached. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 1,000 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises means:

- (a) The portion of the building which you rent, lease or occupy;
- (b) The area within 1,000 feet of the building or within 1,000 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
- (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

## **(2) Business Income**

Business Income means the:

- (a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- (b) Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

The term Business Income includes "rental value".

## **(3) Extra Expense**

Extra Expense means the necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (a) Avoid or minimize the "suspension" of business and to continue "operations" at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (b) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

## **(4) Covered Causes Of Loss**

See applicable Causes of Loss form as shown in the Declarations.

## **(5) Additional Limitation – Interruption Of Computer Operations**

- (a) Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- (b) Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations or as specifically provided elsewhere in this endorsement.
- (c) Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (d) This Additional Limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

**(6) Additional Coverages****(a) Civil Authority**

In this Additional Coverage, Civil Authority, the described premises are premises to which this endorsement applies.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for actual loss of Business Income you sustain and necessary Extra Expense you incur caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (i) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (ii) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or action is taken to enable civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (i) Four consecutive weeks after the date of that action; or
  - (ii) When your Civil Authority Coverage for Business Income coverage ends;
- whichever is later.

**(b) Alterations And New Buildings**

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (i) New buildings or structures, whether complete or under construction;
- (ii) Alterations or additions to existing buildings or structures; and
- (iii) Machinery, equipment, supplies or building materials located on or within 1,000 feet of the described premises and:
  - i Used in the construction, alterations or additions; or
  - ii Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

**(c) Extended Business Income**

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (i) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and either "operations" are resumed or tenantability is restored; and
- (ii) Ends on the earlier of:
  - i. The date you could restore your "operations" or restore tenant occupancy, with reasonable speed, to the level which would generate the business income amount or "rental value" that would have existed if no direct physical loss or damage had occurred; or
  - ii. 60 consecutive days after the date determined in (c)(i) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

**(d) Interruption Of Computer Operations**

- (i)** Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.
- (ii)** Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss. However, we will not provide coverage under this Additional Coverage when the Additional Limitation – Interruption Of Computer Operations does not apply based on Paragraph **(5)(d)** of this section.
- (iii)** With respect to this Additional Coverage, the Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (iv)** The most we will pay under this Additional Coverage, Interruption Of Computer Operations is the limit shown in the Schedule of this endorsement for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
- (v)** The Additional Coverage, Interruption Of Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in **(iv)** above has not been exhausted.

**(e) Utility Services – Business Income**

**(i) Coverage**

Your coverage for Business Income and Extra Expense, as provided and limited in this endorsement, is extended to apply to a "suspension" of "operations" at the described premises caused by an interruption in utility service to that premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the types of property described below.

**(ii) Exception**

Coverage under this section does not apply to Business Income loss or Extra Expense related to interruption in utility service which causes loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning described under Property Not Covered, Electronic Data.

**(iii) Utility Services**

- i.** Water Supply Property, meaning the following types of property supplying water to the described premises:
  - (aa)** Pumping stations; and
  - (bb)** Water mains.

- ii. Wastewater Removal Property, meaning a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations and similar equipment for moving the effluent to a holding, treatment or disposal facility, and includes such facilities.

Coverage under this endorsement does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.

- iii. Communication Supply Property, meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:

- (aa) Communication transmission lines;
- (bb) Coaxial cables; and
- (cc) Microwave radio relays except satellites.

Communication Supply Property does not include overhead transmission lines.

- iv. Power Supply Property, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (aa) Utility generating plants;
- (bb) Switching stations;
- (cc) Substations;
- (dd) Transformers; and
- (ee) Transmission lines.

Power Supply Property does not include overhead transmission lines.

- (iv) As used in this Additional Coverage, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

- (v) We will only pay for loss you sustain after the first 12 hours following the direct physical loss or damage to the utility service property to which the endorsement applies.

The most we will pay under this Additional Coverage, Utility Services – Business Income, is the limit shown in the Schedule of this endorsement. This limit is the only limit which applies to the coverage provided under this section and is in addition to the Limit of Insurance stated in the Declarations as applicable to the described premises.

No Deductible applies to this Additional Coverage.

**(f) Business Income From Dependent Properties**

- (i) We will pay for the actual loss of Business Income or Extra Expense you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to "dependent property" caused by or resulting from any Covered Cause of Loss. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data or any loss or damage to electronic data. If the "dependent property" sustains loss or damage to electronic data and other property, coverage under this endorsement will not continue once the other property is repaired, rebuilt or replaced. Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.

- (ii) The following is added to **(10)(c)(iii)** Resumption of Operations below as respects this Additional Coverage, Business Income From Dependent Properties:

We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available source of materials or outlets for your products.

- (iii) The most we will pay under this Additional Coverage, Business Income From Dependent Properties is the limit shown in the Schedule of this endorsement. Payments under this Additional Coverage will not increase the applicable Limit of Insurance.

**(g) Ordinance Or Law – Increased Period Of Restoration**

- (i) If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the actual and necessary loss you sustain during the increased period of "suspension" of "operations" caused by or resulting from the enforcement of or compliance with any ordinance or law that:
- i. Regulates the construction or repair of any property;
  - ii. Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and
  - iii. Is in force at the time of the loss.
- (ii) However, coverage is not extended under this Additional Coverage to include loss caused by or resulting from enforcement of or compliance with any ordinance or law which requires any insured to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

The most we will pay under this Additional Coverage, Ordinance Or Law – Increased Period Of Restoration, is the limit shown in the Schedule of this endorsement.

**(7) Business Income Coverage Extension – Newly Acquired Locations**

- (a) You may extend your Business Income and Extra Expense coverages to apply to property at any location you acquire other than fairs or exhibitions.
- (b) The most we will pay under this Extension for the sum of Business Income loss and Extra Expense incurred at each location, is the limit shown in the Schedule of this endorsement.
- (c) Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
- (i) This policy expires;
  - (ii) 30 days expire after you acquire or begin to construct the property; or
  - (iii) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

**(8) Exclusions And Limitations**

See applicable Causes of Loss form as shown in the Declarations. The Special Exclusions applicable to Business Income and Extra Expense also apply.

**(9) Limits Of Insurance**

The most we will pay for loss in any one occurrence is the applicable limit shown in the Schedule of this endorsement.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

- (a) Alterations And New Buildings;
- (b) Civil Authority;
- (c) Extra Expense; or
- (d) Extended Business Income.

The amounts of insurance stated in the Additional Coverage, Interruption Of Computer Operations and the Coverage Extension, Newly Acquired Locations apply in accordance with the terms of those coverages and are separate from the limits shown in the Schedule of this endorsement for any other coverage.

**(10) Loss Conditions**



The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

**(a) Appraisal**

All provisions included in the Appraisal condition in the Coverage Form shall also apply to the amount of Net Income and operating expense or the amount of loss.

**(b) Duties In The Event Of Loss Or Damage**

All provisions included in the Duties In The Event Of Loss Or Damage condition in the Coverage Form shall also apply to Business Income. The following is added as respects Business Income:

If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

**(c) Loss Determination**

**(i)** The amount of Business Income loss will be determined based on:

- i. The Net Income of the business before the direct physical loss or damage occurred;
- ii. The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- iii. The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- iv. Other relevant sources of information, including:
  - (aa)** Your financial records and accounting procedures;
  - (bb)** Bills, invoices and other vouchers; and
  - (bb)** Deeds, liens or contracts.

**(ii)** The amount of Extra Expense will be determined based on:

- i. All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
  - (aa)** The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
  - (bb)** Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- ii. Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

**(iii)** Resumption Of Operations:

We will reduce the amount of your:

- i. Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or "stock") at the described premises or elsewhere.
- ii. Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

**(iv)** If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

**(v)** Loss Payment:

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have



complied with all of the terms of this Coverage Form.

No Deductible applies to this Additional Coverage.

### **Refrigerated Goods Spoilage**

- (1) We will pay for direct physical loss of or damage to "perishable stock" at or within 1,000 feet of the building, structure or premises described in the Declarations and that is owned by you or by others that is in your care, custody or control, caused by spoilage due to change in temperature or humidity resulting from:
  - (a) Mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such apparatus is at or within 1,000 feet of the building, structure or premises described in the Declarations; and
  - (b) Contamination by refrigerant; or
  - (c) Complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.
- (2) Section A. Paragraph 5. Coverage Extensions of the Coverage Form does not apply.
- (3) Section B. Exclusions And Limitations of the Coverage Form is amended as follows:
  - (a) Only the following exclusions contained in Paragraph B.1. of the **CAUSES OF LOSS – SPECIAL FORM** apply to this coverage: Earth Movement; Governmental Action; Nuclear Hazard; War And Military Action; and Water.
  - (b) The following exclusions are added:  
We will not pay for loss or damage caused by or resulting from:
    - (1) The disconnection of any refrigerating, cooling or humidity control system from the source of power;
    - (2) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current;
    - (3) The inability of an Electrical Utility Company or other power source to provide sufficient power due to lack of fuel or governmental order;
    - (4) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand;
    - (5) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.
- (4) A \$500 Deductible applies to this Additional Coverage.
- (5) The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the limit shown in the Schedule of this endorsement.

### **Accounts Receivable**

- (1) We will pay for loss of or damage to your records of accounts receivable:
  - (a) At a described premises or in or on a vehicle in transit between described premises; or
  - (b) If the records must be removed from a described premises to protect them from the threat of a Covered Cause of Loss, we will pay for the loss while accounts receivable are:
    - (i) At a safe place away from your described premises; or
    - (ii) Being taken to and returned from that place.
- (2) The amount of your accounts receivable loss includes:
  - (a) All amounts due from your customers that you are unable to collect;
  - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;

(c) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage;

(d) Other reasonable expenses that you incur to reestablish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable, including credit or charge card slips.

(3) We will not pay for loss or damage caused by or resulting from any of the following:

(a) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or "other property". This exclusion applies only to the extent of the wrongful giving, taking or withholding;

(b) Loss that requires any audit of records or any inventory computation to prove its factual existence;

(c) Bookkeeping, accounting or billing errors or omissions;

(d) Unauthorized instructions to transfer property to any person or any place; or

(e) Theft by any person (except "carriers" for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

(4) Accounts receivable loss payment will be determined as follows:

(a) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage, the following method will be used:

(i) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and

(ii) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance for that month.

(b) The following will be deducted from the total amount of accounts receivable, however that amount is established:

(i) The amount of the accounts for which there is no loss or damage;

(ii) The amount of the accounts that you are able to reestablish or collect;

(iii) An amount to allow for probable bad debts that you are normally unable to collect; and

(iv) All unearned interest and service charges.

(c) You will pay us the amount of all recoveries you receive for a loss paid by us. But any recoveries in excess of the amount we have paid belong to you.

Records of accounts receivable are removed from Property Not Covered to the extent they are covered by this Additional Coverage.

The most we will pay under this Additional Coverage is the limit shown in the Schedule of this endorsement.

### **Fine Arts**

(1) We will pay for direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss.

Covered Property means your "fine arts".

(2) Property Not Covered means property while on exhibition at fair grounds or on the premises of any national or international exposition, or contraband or property in the course of illegal transportation or trade.

(3) We will not pay for loss caused by or resulting from any of the following:

(a) Delay, loss of use, loss of market or any other consequential loss.

(b) Dishonest or criminal act(including theft) committed by:

(i) You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees or authorized representatives;

- (ii) A manager or a member if you are a limited liability company; or
  - (iii) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives;
- whether acting alone or in collusion with each other or with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

- (c) Any repair, restoration or retouching of the Covered Property.
  - (d) Wear and tear, any quality in the property that causes it to damage or destroy itself, damage by "pollutants", gradual deterioration, or damage from insects, vermin or rodents. But if loss by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
  - (e) Theft by any person (except "carriers" for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party. This exclusion applies whether or not an act occurs during your normal hours of operation.
- (4) You must agree that:
- (a) Covered Property will be packed and unpacked by professional packers.
  - (b) In the case of loss or damage to any part of sets or pairs, we may:
    - (i) Repair or replace any part to restore the pair or set to its value before the loss or damage; or
    - (ii) Pay the difference between the value of the pair or set before and after the loss or damage.
- (5) Valuation will be determined as follows:

The value will be the least of:

- (a) The market value of that property;
- (b) The amount for which you are liable, if the property belongs to another;
- (c) The cost of reasonably restoring that property to its condition immediately before a loss;
- (d) The cost of replacing that property with substantially identical property; or
- (e) The amount of insurance stated in this Additional Coverage.

In the event of loss or damage, the value of the property will be determined as of the time of loss or damage.

The most we will pay under this Additional Coverage is the limit shown in the Schedule of this endorsement.

#### **Exhibition Coverage**

- (1) We will pay for direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss.

Covered Property means Your Business Personal Property or personal property of others in your care, custody or control; but only while such property is:

- (a) At an exhibition;
- (b) Held in temporary storage awaiting:
  - (i) The setup of the exhibition; or
  - (ii) Its return to its destination following the exhibition; or
- (c) In the due course of transit to or from the exhibition.

In no event will coverage apply after the end of the policy period.

- (2) Property Not Covered means:

- (a) Accounts, bills, currency, deeds, evidences of debt, "money", notes or "securities";
  - (b) Property while in the mail;
  - (c) Property while waterborne. However, we will cover property while aboard vessels on inland waterways when waterborne transportation is incidental to the land portion of the journey;
  - (d) Import shipments:
    - (i) Until discharged from the import conveyance; or
    - (ii) Until Ocean Marine insurance ceases;
 whichever occurs last;
  - (e) Export shipments:
    - (i) After placed on the outbound conveyance; or
    - (ii) When Ocean Marine insurance applies to the shipment;
 whichever occurs first; or
  - (f) Contraband, or property in the course of illegal transportation or trade.
- (3) Valuation will be determined as follows:

The value will be the least of:

- (a) The actual cash value of the property;
- (b) The cost of reasonably restoring that property to its condition immediately before loss or damage;
- (c) The cost of replacing that property with substantially identical property;
- (d) If there is an agreed consigned value for property of others in your care, custody or control, the value of such property will be the lowest agreed consigned value; or
- (e) The amount stated in this Additional Coverage.

In the event of loss or damage, the value of the property will be determined as of the time of loss or damage.

The most we will pay under this Additional Coverage is the limit shown in the Schedule of this endorsement.

#### **Salespersons' Samples Coverage**

- (1) We will pay for direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss.

Covered Property means samples that are owned by you or are the property of others, for which you are legally liable; but only while such property is:

- (a) In the custody of your salespersons or authorized sales representatives;
- (b) In your custody, if you are an individual, while acting as a salesperson; or
- (c) In the due course of transit to or from your premises and your salespersons or authorized sales representatives.

- (2) Property Not Covered means:

- (a) Property that you loan, lease or rent to others;
- (b) Property held for sale;
- (c) Property while at a premises that is owned, leased or operated by you or your salespersons or authorized sales representatives;
- (d) Accounts, bills, currency, deeds, "money", notes, "securities" or evidences of debt;
- (e) Jewelry, costume jewelry, precious or semiprecious stones, gold, silver, platinum, or other precious metals or alloys;
- (f) Furs or garments trimmed with fur;

(g) Property while waterborne. However, we will cover property while aboard vessels on inland waterways when the waterborne transportation is incidental to the land portion of the journey; or

(h) Contraband, or property in the course of illegal transportation or trade.

**(3) Valuation will be determined as follows:**

The value will be the least of the following: (a) The actual cash value of the property;

(b) The cost of reasonably restoring that property to its condition immediately before loss or damage;

(c) The cost of replacing that property with substantially identical property; or

(d) The amount of insurance stated in this Additional Coverage.

In the event of loss or damage, the value of the property will be determined as of the time of loss or damage.

The most we will pay under this Additional Coverage is the limit shown in the Schedule of this endorsement.

**Processors' Coverage**

**(1) We will pay for direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss.**

Covered Property means property that is owned by you or the property of others for which you are legally liable; but only while such property is:

(a) In the care, custody or control of a processor; or

(b) In due course of transit to or from a processor;

for the purpose of performing work upon the property.

**(2) Property Not Covered means:**

(a) Accounts, bills, currency, deeds, evidences of debt, "money", notes or "securities";

(b) Property at, or in transit to or from, a processor that you own, lease or operate;

(c) Property while in the mail; or

(d) Contraband, or property in the course of illegal transportation or trade.

**(3) Valuation will be determined as follows:**

The value will be the least of:

(a) The actual cash value of the property;

(b) The cost of reasonably restoring that property to its condition immediately before loss or damage;

(c) The cost of replacing that property with substantially identical property;

(d) The value of property that is unfinished at the time of loss which may include the value of labor, materials or services furnished by the processor, if you have paid the processor for such labor, materials or services. However, the value of the property will not exceed the cost to replace such property; or

(e) The amount of insurance stated in this Additional Coverage.

In the event of loss or damage, the value of the property will be determined as of the time of loss or damage.

The most we will pay under this Additional Coverage is the limit shown in the Schedule of this endorsement.

**Exhibition Coverage, Salespersons' Samples Coverage And Processors' Coverage – Exclusions**

The following exclusions apply to Exhibition Coverage, Salespersons' Samples Coverage and Processors' Coverage.

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

**(1) Theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were**

closed and locked and there are visible signs of forced entry. But this exclusion does not apply to property in the custody of a "carrier" for hire.

- (2)** Delay, loss of use, loss of market or any other consequential loss.
- (3)** Unexplained disappearance.
- (4)** Shortage found upon taking inventory.
- (5)** Dishonest or criminal act (including theft) committed by:
  - (a)** You, any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees or authorized representatives;
  - (b)** A manager or a member if you are a limited liability company; or
  - (c)** Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives;

whether acting alone or in collusion with each other or with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

- (6)** Artificially generated electrical magnetic or electromagnetic energy that damages, disrupts or otherwise interferes with any:
  - (a)** Electrical, or electronic wire, device, appliance, system or network; or
  - (b)** Device, appliance, system or network utilizing cellular or satellite technology;

creating a short circuit or other electric disturbance within an article covered under this Coverage Form.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes, but is not limited to, electrical current, including arcing; electrical charge produced or conducted by a magnetic or electromagnetic field; pulse of electromagnetic energy; electromagnetic waves or microwaves.

But if artificially generated electrical, magnetic or electromagnetic energy, as described above, results in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.

This exclusion only applies to loss or damage to that article in which the disturbance occurs.

- (7)** Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- (8)** Unauthorized instructions to transfer property to any person or to any place.
- (9)** Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss or damage.
- (10)** Wear and tear, depreciation; any quality in the property that causes it to damage or destroy itself, latent or hidden defect, gradual deterioration; damage from "pollutants"; breakdown of Covered Property; malfunction or failure of Covered Property to operate; insects, vermin, rodents; corrosion, dust, dampness, extremes of temperature.

But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

- (11)** Processing or work upon the property. But if processing or work upon the property results in fire or explosion, we will pay for direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.
- (12)** Improper packing or stowage or rough handling.
- (13)** Theft by any person (except "carriers" for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.



This exclusion applies whether or not an act occurs during your normal hours of operation.

### **Fire Protection Device Recharge**

We will pay the actual cost to recharge or refill your fire protective devices that are permanently installed in buildings at described premises. This coverage only applies when such devices have been discharged while being used to combat a covered fire at the premises described in the Declarations, which results in a covered loss.

**Loss Data Preparation** We will pay for reasonable costs you incur in preparing loss data required by the conditions of this policy after a covered property loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your loss. This coverage does not include payments for any services rendered by a public adjuster.

The most we will pay under this Additional Coverage is the limit shown in the Schedule of this endorsement.

### **Money And Securities**

- (1) We will pay for loss of "money" and "securities" used in your business while inside the described premises or "financial institution premises" or in transit between any of these places:
  - (a) Resulting directly from "theft" committed by a person present inside the described premises or "financial institution premises"; or
  - (b) Resulting directly from disappearance or destruction.
- (2) We will not pay for:
  - (a) Loss resulting from "theft" or any other dishonest act committed by you or any of your partners or "members", whether acting alone or in collusion with other persons.
  - (b) Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:
    - (i) Whether acting alone or in collusion with other persons; or
    - (ii) While performing services for you or otherwise.
  - (c) Loss resulting from accounting or arithmetical errors or omissions.
  - (d) Loss resulting from the giving or surrendering of property in any exchange or purchase.
  - (e) Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- (3) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.
- (4) The most we will pay under this Additional Coverage for loss in any one occurrence is:
  - (a) The limit shown in the Schedule of this endorsement for Money And Securities – On Premises while inside the described premises or "financial institution premises"; or
  - (b) The limit shown in the Schedule of this endorsement for Money And Securities – Off Premises while anywhere else.

Money and securities are removed from Property Not Covered to the extent they are covered by this Additional Coverage.

A \$500 Deductible applies to this Additional Coverage.

### **Criminal Reward**

We will pay for information leading to the arrest and conviction of persons responsible for crimes committed against the insured, when any covered loss is deemed suspicious by the police or fire department, and only when the person responsible is convicted of the crime.

The most we will pay under this Additional Coverage is the limit shown in the Schedule of this endorsement.

### **Employee Theft**

- (1) We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft"



committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Additional Coverage, "theft" shall also include "forgery".

**(2) We will not pay for:**

- (a)** Loss resulting from any "theft" or any other dishonest act committed by you or any of your partners or "members", whether acting alone or in collusion with other persons.
- (b)** Loss where the only proof of which as to its existence or amount is:
  - (i)** An inventory computation; or
  - (ii)** A profit and loss computation.
- (c)** Loss resulting from trading, whether in your name or in a genuine or fictitious account.
- (d)** Loss resulting from the fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it.

**(3) This Additional Coverage does not apply to any "employee" as soon as you or any of your partners, "members", "managers", officers or directors not in collusion with the "employee" learn of "theft" or any other dishonest act committed by the "employee" before or after becoming employed by you.**

A \$500 Deductible applies to this Additional Coverage.

The most we will pay under this Additional Coverage for loss or damage in any one occurrence is the limit shown in the Schedule of this endorsement.

**Forgery Or Alteration**

**(1) We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes or similar written promises, orders or directions to pay a sum certain in "money" that are:**

- (a)** Made or drawn by or drawn upon you; or
- (b)** Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Additional Coverage, a substitute check as defined in the Check Clearing for the 21<sup>st</sup> Century Act shall be treated the same as the original it replaced.

**(2) If you are sued for refusing to pay any instrument covered in Paragraph (1), on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount we will pay for such legal expenses is in addition to the Limit of Insurance applicable to Additional Coverage, Forgery Or Alteration.**

**(3) We will not pay for:**

- (a)** Loss resulting from any dishonest act committed by you or any of your partners or "members", whether acting alone or in collusion with other persons.
- (b)** Loss resulting from any dishonest act committed by any of your "employees", "managers", directors or trustees:
  - (i)** Whether acting alone or in collusion with other persons; or
  - (ii)** While performing services for you or otherwise.

**(4) The following conditions are added as respects this Additional Coverage:**

- (a)** We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.
- (b)** You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.
- (c)** We will cover loss you sustain anywhere in the world. This supersedes any other territorial definitions elsewhere in the policy.

**(5) As respects this Additional Coverage, an occurrence means all loss caused by any person or in which that**

person is involved, whether the loss involves one or more instruments.

A \$500 Deductible applies to this Additional Coverage.

The most we will pay under this Additional Coverage for loss in any one occurrence is the limit shown in the Schedule of this endorsement.

### **Money Orders And Counterfeit Money**

We will pay for loss resulting directly from your having, in good faith, accepted in exchange for merchandise, "money" or services:

- (1) Money orders issued by any post office, express company or "financial institution" that are not paid upon presentation; or
- (2) "Counterfeit money" that is acquired during the regular course of business.

No Deductible applies to this Additional Coverage.

The most we will pay under this Additional Coverage for loss in any one incident is the limit shown in the Schedule of this endorsement.

### **Exclusions And Conditions Applicable To Money And Securities, Employee Theft, Forgery Or Alteration And Money Orders And Counterfeit Money**

#### **(1) Exclusions**

We will not pay for loss resulting from:

- (a) The disclosure of your or another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information.
- (b) The use of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information.
- (c) Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

#### **(2) Conditions**

- (a) All loss or damage caused by one or more persons or involving a single act or series of related acts is considered one occurrence.
- (b) We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- (c) We will pay only for covered loss or damage "discovered" no later than one year from the end of the policy period.
- (d) If you (or any predecessor in interest) sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to "discover" loss or damage had expired, we will pay for it under this Additional Coverage provided:
  - (i) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
  - (ii) The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- (e) The insurance under Paragraph (d) above is part of, not in addition to, the amount of insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
  - (i) This Additional Coverage as of its effective date; or

(ii) The prior insurance had it remained in effect.

**(f) Valuation Settlement**

We will pay for:

- (i) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
  - i. At face value in the "money" issued by that country; or
  - ii. In the United States of America's dollar equivalent, determined by the rate of exchange published by the Wall Street Journal on the day the loss was "discovered".
- (ii) Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:
  - i. Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities";
  - ii. Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the market value of the "securities" at the close of business on the day the loss was "discovered" or the Limit of Insurance applicable to the "securities".

(iii) Loss of or damage to "other property" according to the Optional Coverage Replacement Cost.

**Utility Services – Direct Damage**

**(1) Coverage**

We will pay for loss of or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the types of property described below.

**(2) Exception**

Coverage under this section for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning described under Property Not Covered, Electronic Data

**(3) Utility Services**

**(a) Water Supply Services**, meaning the following types of property supplying water to the described premises:

- (i) Pumping stations; and
- (ii) Water mains.

**(b) Communication Supply Services**, meaning property supplying communications service, including telephone, radio, microwave or television services to the described premises, such as:

- (i) Communication transmission lines, including optic fiber transmission lines;
- (ii) Coaxial cables; and
- (iii) Microwave radio relays, except satellites.

Communication Supply Service does not include overhead transmission lines.

**(c) Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (i) Utility generating plants;
- (ii) Switching stations;
- (iii) Substations;

- (iv) Transformers; and
- (v) Transmission lines.

Power Supply Service does not include overhead transmission lines.

- (d) As used in this Additional Coverage, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

The Utility Services – Direct Damage limit, as shown in the Schedule of this endorsement, is the only limit which applies to this Additional Coverage, and is in addition to the Limit of Insurance stated in the Declarations as applicable to the described premises.

### **Contractual Penalties**

We will pay for contractual penalties imposed by written contract between you and your customer.

These penalties must:

- (1) Result from your failure to deliver your product on time according to contract terms;
- (2) Result from direct physical loss or damage to Covered Property by a Covered Cause of Loss; and
- (3) Have been paid by you to your customer.

The most we will pay under this Additional Coverage is the limit shown in the Schedule of this endorsement.

### **E. The following Coverage Extensions are amended:**

#### **Newly Acquired Or Constructed Property**

- 1. The last sentence of Paragraph (1) Buildings is replaced by the following:

The most we will pay for loss or damage under this Extension is the limit shown in the Schedule of this endorsement at each building.

- 2. Paragraph (2) Your Business Personal Property, (a) is revised as follows:

- a. The last sentence is replaced by the following:

The most we will pay for loss or damage under this Extension is the limit shown in the Schedule of this endorsement at each building

- b. The following is added:

If this policy covers Your Business Personal Property, you may extend that insurance to also apply to business personal property that you newly acquire, located at the described premises. This extension is subject to the each building limit stated in paragraph a. above.

- 3. The number of days in Paragraph (3) Period of Coverage, (b) is 90 days instead of 30 days.

#### **Personal Effects And Property Of Others**

Personal Effects And Property Of Others is replaced by the following:

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees.
- (2) Personal property of others in your care, custody or control, including property belonging to individuals in your care.

The most we will pay for loss or damage under this Extension is the limit shown in the Schedule of this endorsement at each described premises.

Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property. We can settle all losses with you and make all payments to you at our option.

This property is not covered if it is already insured elsewhere.

A \$500 Deductible applies to this Extension.

#### **Valuable Papers And Records (Other Than Electronic Data)**

Valuable Papers And Records (Other Than Electronic Data) is replaced by the following:

You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

Under this Extension, the most we will pay to replace or restore lost information is the limit shown in the Schedule of this endorsement at each described premises. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

### **Property Off-premises**

The last sentence is replaced by the following:

The most we will pay for loss or damage under this Extension is the limit shown in the Schedule of this endorsement.

### **Outdoor Property**

Outdoor Property is replaced by the following:

You may extend the insurance provided by this Coverage Form to apply to your trees (limited to within 1,000 feet of buildings or blocking roadways), shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or civil commotion;
- (5) Aircraft;
- (6) Windstorm; or
- (7) Hail.

The most we will pay for loss or damage to trees, shrubs and plants, including debris removal expense, under this Extension is the per occurrence limit, subject to the per item limit, shown in the Schedule of this endorsement. For all other outdoor property, the most we will pay for loss or damage under this Extension is the per occurrence limit shown in the Schedule of this endorsement.

Subject to all aforementioned terms and limitations of coverage, this Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

### **F. The following Coverage Extensions are added:**

#### **Discharge From Sewer, Drain Or Sump (Not Flood-Related)**

##### **(1) The following applies to Covered Property:**

With respect to the premises identified in the Declarations, we will pay for direct physical loss or damage to Covered Property caused by or resulting from discharge of water or waterborne material from a sewer, drain or sump located on the described premises, provided such discharge is not induced by flood or flood-related conditions.

The aforementioned references to flood include surface water, waves (including tidal wave and tsunami), tides, tidal water, and overflow of any body of water, including storm surge.

For the purpose of this Extension, the term drain includes a roof drain and related fixtures.

**(2) The following applies to Business Income And Extra Expense:**

With respect to the premises identified in the Declarations, we will pay for Business Income loss and/or Extra Expense incurred in accordance with the terms of this endorsement applicable to such premises under your policy, when such loss or expense arises out of the direct physical loss or damage described in Paragraph (1).

- (3)** There is no coverage under this Extension if the discharge results from an insured's failure to perform routine maintenance or repair necessary to keep a sewer or drain or a sump, sump pump or related equipment free from obstruction and in proper working condition. This limitation does not apply to sudden mechanical breakdown of a sump pump or its related equipment, provided the breakdown is not the result of an insured's negligence.
- (4)** The Water exclusion does not apply to the extent that it conflicts with the coverage provided under this Extension.
- (5)** We will not pay the cost of repairing or replacing a sewer, drain, sump, sump pump or any related parts or equipment.
- (6)** The Limits of Insurance applicable to Covered Property and Business Income And Extra Expense are extended to include the coverage provided by this Extension.
- (7)** All policy provisions apply to the coverage provided under this Extension unless otherwise indicated, including the Deductible for direct physical loss or damage and the "period of restoration" for Business Income And Extra Expense. If an occurrence results in loss payable only under this Extension, the Deductible applicable to Fire will apply to this Extension. But if an occurrence also causes other loss or damage that is paid under this policy, a separate Deductible will not apply to the loss or damage covered under this Extension.

**Emergency Vacating Expenses**

You may extend the insurance provided by this Coverage Form to apply to the reasonable expenses that you incur in the "emergency" vacating of the premises of your facility.

We will not pay any expenses under this Extension arising out of:

- (1)** A strike, bomb threat or false fire alarm, unless vacating is ordered by civil authority;
- (2)** A planned vacating drill;
- (3)** The vacating of one or more of your customers, clients, residents, students, campers or users of your facility that is due and confined to their individual medical condition; or
- (4)** Any of the following to the extent these causes of loss are excluded in Section **B.** of this Coverage Form:
  - (a)** Governmental Action;
  - (b)** Nuclear Hazard; and
  - (c)** War And Military Action.

No other exclusions in your policy apply to this Extension.

A \$500 Deductible applies to this Extension.

The most we will pay in any one occurrence under this Extension is the limit shown in the Schedule of this endorsement.

**Inflation Guard**

If Building coverage is shown in the Declarations and the Replacement Cost Optional Coverage has been selected for the Building coverage, then the Optional Coverage, Inflation Guard as listed under Section **G.** Optional Coverages of the Coverage Form automatically applies to the building. The percentage increase for each building at each described location is the percentage shown in the Schedule of this endorsement.

**Lawn Coverage**

You may extend the insurance that applies to Buildings to apply to your lawns (including lawns which are part of a vegetated roof) on which the property is located.



Lawns (other than lawns which are part of a vegetated roof) are deleted from Property Not Covered.

The most we will pay under this Extension for loss or damage at each described premises is the limit shown in the Schedule of this endorsement.

#### **Premises Limitation**

The premises limitation found anywhere in the Commercial Property Coverage Part is broadened from "within 100 feet" to "within 1,000 feet".

#### **Consequential Damage**

You may extend the insurance that applies to Your Business Personal Property to cover the consequential damage to your undamaged personal property. Consequential damage means a part or parts of your product are physically lost or damaged by a Covered Cause of Loss, causing the part or parts that are not damaged to be unmarketable as a complete product due to their reduction in value.

The most we will pay under this Extension is the limit shown in the Schedule of this endorsement.

#### **Brands And Labels**

If branded or labeled "stock" that is Covered Property is damaged by a Covered Cause of Loss, we have the option to take all or any part of the property at an agreed or appraised value.

When you do not want your damaged "stock" sold under your brand or label, you may extend the insurance that applies to Your Business Personal Property to cover the cost to:

- (1) Remove the brand or label from "stock" or its containers, and relabel the "stock" to comply with the law; or
- (2) Label the damaged "stock" as salvage but, in doing so, you must cause no further damage to it.

In either case, we will pay the difference between the salvage value of the damaged "stock" with the brand or label attached, and its salvage value with the brand or label removed. In addition, we will pay your expenses for removing the brands or labels and relabeling the damaged "stock".

The most we will pay under this Extension is the limit shown in the Schedule of this endorsement.

#### **Deferred Payments**

You may extend the insurance that applies to Your Business Personal Property to cover direct physical loss or damage from a Covered Cause of Loss to the following:

- (1) Business personal property which you have sold under an installment or deferred payment plan which is in the possession of the buyer. We will pay only for your remaining interest in the property.
- (2) Business personal property which is rented or leased to others.

We will acquire your financial interest in the property we pay for under this Extension, up to the amount of our payment.

The most we will pay under this Extension is the limit shown in the Schedule of this endorsement.

#### **Worldwide Personal Property**

You may extend the insurance that applies to Your Business Personal Property to apply while it is outside the territorial limits of this policy, for loss caused by or resulting from any Covered Cause of Loss. Worldwide Personal Property coverage does not apply to:

- (1) Property within the coverage territory of the United States of America (including its territories and possessions), Puerto Rico and Canada;
- (2) Business Personal Property rented to or leased to others;
- (3) Business Personal Property at Newly Acquired Locations; or
- (4) "Stock".

The most we will pay under this Extension is the limit shown in the Schedule of this endorsement.

#### **G. Revised Valuation Provision**



The following **Loss Condition** is amended:

**Valuation**

The first sentence in Paragraph **b.** of Section **E.7.** Valuation is replaced by the following:

If the cost to repair or replace the damaged building property is \$5,000 or less, we will pay the cost of building repairs or replacement.

- H. The following **Optional Coverage** is amended:

**Replacement Cost – Personal Property Of Others**

Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

**II. THE CAUSES OF LOSS – SPECIAL FORM IS AMENDED AS FOLLOWS:**

- A. The following **Exclusions** are deleted in their entirety:

**Continuous Or Repeated Seepage**

Section **B.2.f.** – Continuous or repeated seepage.

**Liquids, Powder Or Molten Metals**

Section **B.2.g.** – Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment.

**Personal Property In The Open**

Section **B.2.j.** – Rain, snow, ice or sleet to personal property in the open.

- B. The following **Limitations** are amended:

**Theft Loss To Furs, Fur Garments**

The Special Limit for furs, fur garments and garments trimmed with fur in Section **C.3.a.** is increased to the limit shown in the Schedule of this endorsement.

**Theft Loss To Jewelry, Watches, Watch Movements**

The Special Limit for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals in Section **C.3.b.** is increased to the limit shown in the Schedule of this endorsement.

**Theft Loss To Gold, Silver, Platinum And Alloys Used In Manufacturing**

The following is added to Paragraph **C.3.b.**:

However, the Limit of Insurance for gold, silver, platinum and other precious alloys or metals when used as raw material in your manufacturing processes is increased to the limit shown in the Schedule of this endorsement.

- C. The following **Limitations** are deleted in their entirety:

**Theft Loss To Building Materials And Supplies Not Attached As Part Of The Building Or Structure**

Section **C.1.d.** – Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

**Builders' Machinery, Tools And Equipment**

Section **C.2.c.** – Builders' machinery, tools and equipment owned by you or entrusted to you.

**Patterns, Dies And Molds**

Section **C.3.c.** – Patterns, dies, molds and forms, for loss or damage by theft.

- D. The following **Additional Coverage Extension** is amended:

**Property In Transit**

Property In Transit is replaced by the following:

This Extension applies only to Your Business Personal Property and similar property of others that you have on consignment to which this endorsement applies.

- a. You may extend the insurance provided by this Coverage Form to apply to Your Business Personal Property (other than property in the care, custody or control of your salespersons) in transit more than 1,000 feet from the described premises. Property must be between points in the coverage territory and:
  - (1) In the custody of a "carrier" or bailee for hire; or
  - (2) On vehicles you own, lease or operate.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
  - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion or vandalism.
  - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
  - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

This coverage is additional insurance.

The Additional Condition, Coinsurance, does not apply to this Extension.

The most we will pay for loss or damage under this Extension is the limit shown in the Schedule of this endorsement.

**E. The following **Additional Coverage Extension** is added:**

**Lock Replacement**

You may extend the insurance provided by this Coverage Form to apply to the cost to repair or replace the door locks or tumblers of your described premises due to theft of your door keys.

This Extension is additional insurance and the Additional Condition, Coinsurance, does not apply to this Extension.

No Deductible applies to this Extension.

The most we will pay for loss or damage under this Extension is the limit shown in the Schedule of this endorsement.

**III. THE FOLLOWING DEFINITIONS ARE ADDED AS RESPECTS THIS ENDORSEMENT:**

- A. "Carrier" means a person or organization who provides motor, rail or air transportation for compensation.
- B. "Dependent property" means property operated by others whom you depend on to:
  - 1. Deliver materials or services to you or to others for your account (Contributing Locations). With respect to Contributing Locations, services do not mean water, communication (including services relating to Internet access or access to any electronic network), power supply services or wastewater removal services;
  - 2. Accept your products or services (Recipient Locations);
  - 3. Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
  - 4. Attract customers to your business (Leader Locations).
- C. "Emergency" means imminent danger arising from an external event or a condition in the facility which would cause loss of life or harm to your customers, clients, residents, students, campers or users of your facility.
- D. "Fine arts" means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, stained glass windows, and similar property of rarity, historical value or artistic merit.
- E. "Finished stock" means "stock" you have manufactured.

"Finished stock" does not include "stock" you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Form.

**F. "Money" means:**

1. Currency, coins and bank notes in current use and having a face value; and
2. Travelers' checks and money orders held for sale to the public; and
3. In addition, includes deposits in your account at any "financial institution" as respects the Additional Coverages, Employee Theft and Forgery Or Alteration.

**G. "Operations" means your business activities occurring at the described premises and the tenantability of the described premises.****H. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this insurance.****I. "Period of restoration" with respect to:**

1. Other than "dependent property" means the period of time that:
  - a. Begins:
    - (1) 72 hours after the time of direct physical loss or damage for Business Income coverage; or
    - (2) Immediately after the time of direct physical loss or damage for Extra Expense coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and
  - b. Ends the earlier of:
    - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - (2) The date when business is resumed at a new permanent location.
2. "Dependent property" means the period of time that:
  - a. Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the "dependent property"; and
  - b. Ends on the date when the property at the premises of the "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

1. Regulates the construction, use or repair, or requires the tearing down of any property; or
2. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

**J. "Perishable stock" means personal property:**

1. Maintained under controlled conditions for its preservation; and
2. Susceptible to loss or damage if the controlled conditions change.

**K. "Rental value" means Business Income that consists of:**

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
2. Continuing normal operating expenses incurred in connection with that premises, including:
  - a. Payroll; and
  - b. The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.

**L. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or "other**

property" and includes:

1. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
2. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".

**M.** "Suspension" means:

1. The shutdown or cessation of your business activities; or
2. That a part or all of the described premises is rendered untenable.

**IV. THE FOLLOWING DEFINITIONS ARE ADDED ONLY AS RESPECTS MONEY AND SECURITIES, EMPLOYEE THEFT, FORGERY OR ALTERATION AND MONEY ORDERS AND COUNTERFEIT MONEY:**

- A.** "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
- B.** "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

**C.** "Employee"

1. Means:

**a.** Any natural person:

- (1) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
- (2) Who you compensate directly by salary, wages or commissions; and
- (3) Who you have the right to direct and control while performing services for you;

**b.** Any natural person who is furnished temporarily to you:

- (1) To substitute for a permanent "employee" as defined in Paragraph 1.a., who is on leave; or
- (2) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the premises;

**c.** Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph 1.b.;

**d.** Any natural person who is:

- (1) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; or
- (2) Your director or trustee while that person is engaged in handling "money", "securities" or "other property" of any "employee benefit plan";

**e.** Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained by you as a consultant while performing services for you;

**f.** Any natural person who is a guest student or intern pursuing studies or duties;

**g.** Any natural person employed by an entity merged or consolidated with you prior to the effective date of this policy;

- h. Any natural person who is your "manager", director or trustee while:
  - (1) Performing acts within the scope of the usual duties of an "employee"; or
  - (2) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf; and
- i. Any noncompensated natural person:
  - (1) Other than one who is a fund solicitor, performing acts within the scope of the usual duties of an "employee"; or
  - (2) Acting as fund solicitor during fund raising campaigns.
- 2. Does not mean:
 

Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph C.1.
- D. "Employee benefit plan" means any welfare or pension benefit plan that you sponsor and that is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.
- E. "Financial institution" means:
  - 1. A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or
  - 2. An insurance company.
- F. "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution".
- G. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- H. "Manager" means a natural person serving in a directorial capacity for a limited liability company.
- I. "Member" means an owner of a limited liability company represented by its membership interest, who if a natural person, may also serve as a "manager".
- J. "Theft" means the unlawful taking of property to the deprivation of the insured.

All other terms and conditions remain unchanged.



COMMERCIAL PROPERTY

## Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### FUNGUS, WET ROT, DRY ROT AND BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS – BASIC FORM  
CAUSES OF LOSS – BROAD FORM  
CAUSES OF LOSS – SPECIAL FORM

The following Additional Coverage is deleted:

**E. Additional Coverage - Limited Coverage for "Fungus", Wet Rot, Dry Rot and Bacteria**

All references to this Additional Coverage are deleted wherever shown in these forms and any other related forms attached to this policy.

All other terms and conditions remain the unchanged.



**COMMERCIAL PROPERTY**  
POLICY NUMBER: HUP2816-03

## Markel Insurance Company

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

### **CONFIRMATION OF EXCLUSION OF CERTIFIED ACTS OF TERRORISM COVERAGE – TERRORISM RISK INSURANCE ACT**

#### **SCHEDULE**

Terrorism Premium:	██████████
Federal Share Of Terrorism Losses:	85% In 2015
	84% In 2016
	83% In 2017
	82% In 2018
	81% In 2019
	80% In 2020

#### **Disclosure Of Premium**

We have notified you that under the Terrorism Risk Insurance Act we must make certified acts of terrorism coverage available in the policies we offer. At that time we advised you that the premium for such terrorism coverage would be the amount shown in the Schedule of this notice.

#### **Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in the Schedule of this notice) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If you have not indicated to us or your agent that certified acts of terrorism coverage is desired, a certified act of terrorism exclusion will be attached to your policy and we will not charge your policy for terrorism coverage.

If you desire to purchase terrorism coverage, please contact us or your agent.



**Markel Insurance Company****COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS**

POLICY NUMBER: HUP2816-03

RENEWAL OF NUMBER: HUP2816-02

Named Insured And Mailing Address (No., Street, Town or City, County, State, Zip Code)

Trinity Teen Solutions, Inc.; Trinity Girls Ranch;  
 DBA: Heaven Peak Behavioral Health Services, Inc.  
 64 Safe Haven Rd  
 Powell, WY 82435

Policy Period: From 09/12/2019 To 09/12/2020, at 12:01 A.M. Standard Time at your mailing address shown above

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**Limits Of Insurance**

General Aggregate Limit (Other Than Products-Completed Operations)	\$	<u>\$3,000,000</u>	
Products-Completed Operations Aggregate Limit	\$	<u>\$3,000,000</u>	
Personal And Advertising Injury Limit	\$	<u>\$1,000,000</u>	
Each Occurrence Limit	\$	<u>\$1,000,000</u>	
Damage To Premises Rented To You Limit	\$	<u>SEE MGL 1242</u>	Any One Premises
Medical Expense Limit	\$	<u>SEE MGL 1242</u>	Any One Person

**Retroactive Date (CG 00 02 Only) N/A In New York**

This Insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown below.

Retroactive Date: None  
 (Enter Date Or "None" If No Retroactive Date applies)

**Business Description And Location Of Premises**

Form Of Business: Corporation

Business Description: Child Welfare

Location Of All Premises You Own, Rent Or Occupy:

**REFER TO "COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS"****Producer Number, Name And Mailing Address**

50386  
 CBI Insurance Agency Inc  
 PO Box 1120  
 Eden, UT 84310

<b>Classifications And Premium</b>							
Classification	Code No.	Premium Basis	Prem/ Ops	Rate Prod/Comp Ops	Advance Premium Prem/ Ops	Prod/Comp Ops	
<p style="margin-top: 0;"><b>REFER TO "COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS"</b></p>							
Total Advance Premium:						<div style="background-color: black; width: 50px; height: 15px; display: inline-block;"></div>	

<b>Forms And Endorsements</b>
<p>Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:</p> <p style="margin-top: 20px;"><b>SEE "SCHEDULE OF FORMS AND ENDORSEMENTS"</b></p>

**These Declarations, together with the Common Policy Conditions, Coverage Form(s) and any endorsements, complete the above numbered policy.**

Countersigned: \_\_\_\_\_

**DATE**

By: \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE**

**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

	<b>ALL PREMISES YOU OWN, RENT OR OCCUPY</b>
<b>LOC NO.</b>	<b>ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY</b>
001-001	Boarding or Rooming 112 Safe Haven Rd Park Powell, WY 82435
003-001	Boarding or Rooming 191 Road 8UD Park Powell, WY 82435
004-001	Dwelling 43 Posten Rd Park Cody, WY 82414
005-001	Shelter 2 Bay St Park Cody, WY 82414

**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

LOC NO.	CLASSIFICATION AND PREMIUM						
	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
001-001	Schools-Faculty Liability for Corporal Punishment of Students Products-completed operations are subject to the General Aggregate Limit TERRITORY: 001	47469	If Any Each	12.377	Incl.	Incl.	Incl.
	Schools-Private - High - Other than Not-For-Profit Products-completed operations are subject to the General Aggregate Limit TERRITORY: 001	47477	14 Each	16.493	Incl.	Incl.	Incl.
	Vacant Land Other than Not-For-Profit Products-completed operations are subject to the General Aggregate Limit TERRITORY: 001	49451	1 Each	1.971	Incl.	Incl.	Incl.
	Youth Recreation Programs Other than Not-For-Profit Products-completed operations are subject to the General Aggregate Limit TERRITORY: 001	49890	14 Each	7.982	Incl.	Incl.	Incl.
	Buildings or Premises-Office - Other Than Not-For-Profit Products-completed operations are subject to the General Aggregate Limit TERRITORY: 001	61226	5,484 Area	153.761	Incl.	Incl.	Incl.
	Schools-Dormitory Facilities Other than Not-For-Profit Products-completed operations are subject to the General Aggregate Limit TERRITORY: 001	67510	4,500 Area	40.573	Incl.	Incl.	Incl.
	Animals-Saddle-Private Products-completed operations are subject to the General Aggregate Limit TERRITORY: 001 09/12/2019 - 09/12/2020	40047	13 Each	42.759	Incl.	Incl.	Incl.
003-001	Youth Recreation Programs Other than Not-For-Profit Products-completed operations are subject to the General Aggregate Limit TERRITORY: 001	49890	8 Each	7.982	Incl.	Incl.	Incl.
	Schools-Dormitory Facilities Other than Not-For-Profit Products-completed operations are subject to the General Aggregate Limit TERRITORY: 001	67510	672 Area	40.573	Incl.	Incl.	Incl.

**COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS**

LOC NO.	CLASSIFICATION AND PREMIUM						
	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
004-001	Dwellings-One-Family (Lessor's Risk Only) Products-completed operations are subject to the General Aggregate Limit TERRITORY: 001	63010	1 Each	85.260	Incl.	Incl.	Incl.
	Indoor or Outdoor Pool used solely for gymnastics programs Products-completed operations are subject to the General Aggregate Limit TERRITORY: 001	48925 B	1 Each	563.841	Incl.	Incl.	Incl.
005-001	Shelters, Mission, Settlement or Halfway House - Not Church or Office Building Products-completed operations are subject to the General Aggregate Limit TERRITORY: 001	67017	980 Area	103.195	Incl.	Incl.	Incl.

## COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

	CLASSIFICATION AND PREMIUM						
LOC NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
	Employee Benefits Liability	44444H				Incl.	
	Miscellaneous Professional Liability					Incl.	
	GL Enhancement Endorsement					Incl.	
	Abuse or Molestation					Incl.	

**COMMERCIAL GENERAL LIABILITY**  
**CG 00 01 04 13**

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".



## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".



**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**COVERAGE C – MEDICAL PAYMENTS****1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides us with written authorization to:
      - (a) Obtain records and other information related to the "suit"; and
      - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## **SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;



- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### **8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### **SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

**9. "Insured contract" means:**

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

**10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**

**11. "Loading or unloading" means the handling of property:**

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1)** Power cranes, shovels, loaders, diggers or drills; or
  - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**13.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**15.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16.** "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17.** "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.



As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21.** "Your product":

**a.** Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a)** You;
  - (b)** Others trading under your name; or
  - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**22.** "Your work":

**a.** Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

COMMERCIAL GENERAL LIABILITY  
CG 01 60 07 98

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WYOMING CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following is added to Paragraph **1.a.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** and Section **I – Coverage B – Personal And Advertising Injury Liability**:  
The tender of the limits of insurance before judgment or settlement does not relieve us of our duty to defend.
- B. The following is added as the final full paragraph of Paragraph **1., Insuring Agreement** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** and Section **I – Coverage B – Personal And Advertising Injury Liability**:  
Damages include prejudgment interest awarded against the insured.
- C. Paragraph **1.f.** dealing with prejudgment interest in Section **I – Supplementary Payments – Coverages A And B** is deleted.

**COMMERCIAL GENERAL LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED –  
USERS OF TEAMS, DRAFT OR SADDLE ANIMALS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization using or legally responsible for the use of draft or saddle animals or vehicles for use with them, provided that the use is by you or by others with your permission.

COMMERCIAL GENERAL LIABILITY  
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY – WITH  
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

POLICY NUMBER: HUP2816-03

COMMERCIAL GENERAL LIABILITY  
CG 21 35 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - COVERAGE C - MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description And Location Of Premises Or Classification:**

Clients & Volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

- 1.** Section **I** - Coverage **C** - Medical Payments does not apply and none of the references to it in the Coverage Part apply; and

- 2.** The following is added to Section **I** - Supplementary Payments:

- h.** Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

**COMMERCIAL GENERAL LIABILITY**  
**CG 21 47 12 07**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**COMMERCIAL GENERAL LIABILITY  
CG 21 57 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – COUNSELING SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of advisory services or counseling with respect to such issues as mental health, crisis prevention, social services or drug and alcohol rehabilitation or similar subjects.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved advisory services or counseling described above.



**COMMERCIAL GENERAL LIABILITY**  
**CG 21 65 12 04**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TOTAL POLLUTION EXCLUSION WITH A BUILDING  
HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT  
EXCEPTION AND A HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
  - (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

COMMERCIAL GENERAL LIABILITY  
CG 21 73 01 15

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

c. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

COMMERCIAL GENERAL LIABILITY  
CG 21 96 03 05

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

**C. The following definitions are added to the Definitions Section:**

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

POLICY NUMBER: HUP2816-03

COMMERCIAL GENERAL LIABILITY  
CG 22 52 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – MEDICAL PAYMENTS COVERAGE (INMATES, PATIENTS OR PRISONERS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Health Care Facilities  
Mission, Settlement or Halfway Houses  
Penal Institutions

The following exclusions are added to paragraph 2., Exclusions of COVERAGE C – MEDICAL PAYMENTS (Section I – Coverages):

We will not pay expenses for:

1. "Bodily injury" to any inmate, patient or prisoner who is being treated, cared for, detained or imprisoned in any of the facilities shown in the Schedule.
2. Medical services rendered to anyone by you or your "employees" or any person or organization under contract with you to provide these medical services.

**COMMERCIAL GENERAL LIABILITY  
CG 22 67 10 93**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CORPORAL PUNISHMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Exclusion **a.** of paragraph **2.**, Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section **I** – Coverages) is replaced by the following:

This insurance does not apply to:

- a.** "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from:

- (1)** The use of reasonable force to protect persons or property; or
- (2)** Corporal punishment to your student administered by or at the direction of any insured.

**COMMERCIAL GENERAL LIABILITY**  
**CG 22 72 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COLLEGES OR SCHOOLS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any college or school by you or on your behalf, the following provisions apply:

- A.** With respect to the transportation of students, Exclusion **g.** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

- g.** "Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by an insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by any insured.

- B.** The following exclusions are added to **Section I – Coverage A – Bodily Injury And Property Damage Liability** and **Section I – Coverage B – Personal And Advertising Injury Liability**:

- 1.** If the college or school owns or operates an infirmary with facilities for lodging and treatment or a public clinic or hospital, this insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" caused by:

- a.** The rendering of or failure to render:
- (1)** Medical, surgical, dental, X-ray or nursing service, treatment, advice or instruction, use or the related furnishing of food or beverages;

- (2)** Any health or therapeutic service, treatment, advice or instruction; or

- (3)** Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.

- b.** The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or

- c.** The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph **a.**, **b.** or **c.**

- 2.** This insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition if there is no direct management, organization or supervision of such sports or athletic contest or exhibition by any insured.

- C. Section II – Who Is An Insured** is amended to include as an insured any of the following but only with respect to their duties in connection with the positions described below:

- 1.** Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution.
- 2.** Any of your board members or commissioners if you are a public board or commission.
- 3.** Any student teachers teaching as part of their educational requirements.



## Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EMPLOYEE BENEFITS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Unless specifically stated herein, all terms, conditions and exclusions of the policy shall apply to this coverage.

SCHEDULE		
COVERAGE	LIMITS OF INSURANCE	ADVANCE PREMIUM
Employee Benefits Program	\$1,000,000 each employee \$3,000,000 aggregate Deductible: See Section D	
ESTIMATED NUMBER OF EMPLOYEES	RATE (EACH EMPLOYEE)	ESTIMATED PREMIUM
*	First 5,000 Next 5,000 Over 10,000	\$ * \$ \$
Total		\$ *See Policy Schedule

**A. The following is added to Section I - Coverages -  
EMPLOYEE BENEFITS LIABILITY COVERAGE**

**1. Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error, or omission of the insured, or of any other person for whose acts the insured is legally liable to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- The amount we will pay for damages is limited as described in Paragraph D. – LIMITS OF INSURANCE; and
- Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- The negligent act, error or omission must take place in the "coverage territory". We will have the right and duty to defend any "suit" seeking those damages.

**2. Exclusions**

This insurance does not apply to:

- Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.
- "Bodily injury" or "property damage" or "personal and advertising injury";
- Loss arising out of failure of performance of contract by any insurer;
- Loss arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program";
- Any "claim" or "suit" based upon:
  - failure of any investment to perform as represented by any insured; or
  - advice given to any person to participate or not to participate in any plan included in the "employee benefit program"; or
  - Errors in providing information on past performance of investment vehicles.



- f. Any "claim" arising out of your failure to comply with the mandatory provisions of any law concerning workers' compensation, unemployment insurance, social security or disability benefits or any similar law.
- g. Loss for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended or by any similar federal, state or local laws.
- h. Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.
- i. Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.
- j. Damages arising out of wrongful termination of employment, discrimination, or other employment - related practices.

## B. Supplementary Payments

For the purposes of the coverage provided by this endorsement:

- a. All references to Supplementary Payments - Coverages A and B are amended to also include Employee Benefits Liability.
  - b. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply to Employee Benefits Liability.
- C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 3. of **Section II - Who Is An Insured** are replaced by the following:
- 2. Each of the following is also an insured:
    - a. Each of your "employees" who is or was authorized to administer your "employee benefit program."
    - b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this endorsement.
    - c. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
  - 3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance applied to that organization. However:
    - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization, or until the end of the policy period, whichever is earlier.

- b. Coverage under this provision does not apply to any negligent act, error or omission that occurred before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, Section III - Limits of Insurance is replaced by the following:

## 1. Limits of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
  - (1) Insureds;
  - (2) "Claims" made or "suits" brought;
  - (3) Person or organizations making "claims" or bringing "suits";
  - (4) Acts, errors or omissions; or
  - (5) Benefits included in your "employee benefit program".

- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including the "employee's" dependents and beneficiaries, because of acts, errors or omissions or a series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## 2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the \$1,000 deductible applicable to Each Employee. The limits of insurance applicable to Each Employee will not be reduced by the

amount of this deductible. The Aggregate limit shall not be reduced by the application of such deductible amount.

- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
  - (1) Our right and duty to defend any "suits" seeking those damages; and
  - (2) Your duties, and the duties of any other involved insured in the event of an act, error or omission or "claim"; apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

E. The purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV - Commercial General Liability Conditions** are replaced by the following:

**2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
  - (1) What the act, error or omission was and when it occurred; and
  - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the "claim" or "suit" and the date received;
  - (2) Notify us as soon as practicable

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance.
- (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

**F. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:**

1. "Administration" means:
  - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
  - b. Handling records in connection with the "employee benefit program"; or
  - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
  - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and

such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

**G. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the Definitions Section are replaced by the following:**

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

All other terms and conditions remain the same.

ATTACHED TO AND FORMING PART OF  
POLICY NUMBER: HUP2816-03

COMMERCIAL GENERAL LIABILITY

## Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SPECIAL ACTIVITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is hereby understood and agreed that the following exclusion is added to apply under SECTION 1. COVERAGES- COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, AND COVERAGE C. MEDICAL PAYMENTS:

It is hereby agreed and understood that no coverage is hereby afforded under this policy for the following events held or sponsored by the Named Insured unless otherwise endorsed:

Tackle Football

All other terms and conditions remain the same.



COMMERCIAL GENERAL LIABILITY

## Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### TRAMPOLINE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to any claim, "suit" or cause of action, which arises directly or indirectly from provision, maintenance, supervision or use by any person of a trampoline or any similar device.

All other terms and conditions remain the same.

**ATTACHED TO AND FORMING PART OF**  
**POLICY NUMBER:** HUP2816-03

**COMMERCIAL GENERAL LIABILITY**

## **MARKEL INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **DOWNHILL SKIING EXCLUSION**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to "bodily injury" or "property damage" arising out of the ownership, maintenance and use of any premises owned, or operated by or rented or loaned to any insured for the purpose of downhill (Alpine) skiing.

All other terms and conditions remain the same.

ATTACHED TO AND FORMING PART OF  
POLICY NUMBER: HUP2816-03

COMMERCIAL GENERAL LIABILITY

## MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### SNOWMOBILE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any claim, "suit" or cause of action, which arises from or is in any way related to:

1. Your ownership, maintenance, rental, use, sale, entrustment to others of a snowmobile or trailer designed to be used with it; and
2. Your ownership, maintenance, operation or rental of any area for the purpose of snowmobiling.

All other terms and conditions remain the same.





COMMERCIAL GENERAL LIABILITY  
POLICY NUMBER: HUP2816-03

## Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### LIMITATION OF COVERAGE TO DESIGNATED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

**Description and Location of Operations:**

Residential Therapeutic School

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

The following is added to Section I, Coverage A., 2., Exclusions; Coverage B., 2., Exclusions; and Coverage C., 2., Exclusions:

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses including products and completed operations, arising out of operations described in the Schedule above.

All other terms and conditions remain the same.

**COMMERCIAL GENERAL LIABILITY****Markel Insurance Company**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL GENERAL LIABILITY PLUS ENHANCEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

**SCHEDULE**

Limited Product Withdrawal Expense	\$10,000 All Product Withdrawal Expenses
Extended Property Damage – Expected Or Intended Injury	Included
Non-Owned Watercraft	Increased To 51 Feet Long
Non-Owned Aircraft	If Rented Or Loaned With A Paid Crew
Property Damage To Borrowed Equipment	\$10,000 Each Occurrence
Property Damage To Customers' Goods	\$10,000 Each Occurrence
Damage To Premises Rented To You	Equal To The General Liability Each Occurrence Limit
Property Damage From Elevator Use	Included
Personal And Advertising Injury From Televised Or Videotaped Material	Included
Supplementary Payments	
Bail Bonds	Up To \$5,000
Loss Of Earnings	Up To \$500 A Day
Medical Personnel	\$100,000 Any One Person
Broadened Definition Of Insured	Included
Automatic Additional Insureds	
When Required By Contract Or Agreement	Included
Managers Or Lessors Of Premises	Included
Mortgagees, Assignees Or Receivers	Included
Vendors	Included
Medical Payments	\$10,000 Any One Person (Unless Excluded)
Each Location And Each Project Aggregates	Equal To The General Aggregate Limit
Duties In The Event Of Occurrence, Offense, Claim Or Suit	Included
Unintentional Failure To Disclose All Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Liberalization	Included
Mental Anguish Resulting From Bodily Injury	Included
Broadened Definition Of Mobile Equipment	Included

**A. LIMITED PRODUCT WITHDRAWAL EXPENSE**

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR "SUIT".

1. The following is added to Section I – Coverages:

**LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE**

**Insuring Agreement**

- a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in Section III – Limits Of Insurance, as amended by this endorsement. No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

- (1) You determine that the "product withdrawal" is necessary; or
- (2) An authorized government entity has ordered you to conduct a "product withdrawal".

- c. We will reimburse "product withdrawal expenses" only if:

- (1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;
- (2) The expenses are reported to us within one year of the date the expenses were incurred; and
- (3) The product that is the subject of the "product withdrawal" was produced during the policy period.

- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

- (1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or
- (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

**Exclusions**

This insurance does not apply to "product withdrawal expenses" arising out of:

**a. Breach Of Warranty And Failure To Conform To Intended Purpose**

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

**b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark**

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

**c. Chemical Transformation, Deterioration Or Decomposition**

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if transformation of a chemical nature, deterioration or decomposition is caused by:

- (1) An error in manufacturing, design or processing;
- (2) Transportation of “your product”; or
- (3) “Product tampering”.

**d. Goodwill, Market Share, Revenue, Profit Or Redesign**

The costs of goodwill, market share, revenue or “profit” or the costs of redesigning “your product”.

**e. Expiration Of Shelf Life**

Any “product withdrawal” initiated due to expiration of the designated shelf life of “your product”.

**f. Known Defect**

A “product withdrawal” initiated because of a “defect” in “your product” known to exist by the Named Insured or the Named Insured’s “executive officers” prior to the policy period or the time “your product” leaves your control or possession.

**g. Otherwise Excluded Products**

A recall of any specific products for which “bodily injury” or “property damage” is excluded under Coverage A—Bodily Injury And Property Damage Liability.

**h. Governmental Ban**

A recall when “your product” or a component contained within “your product” has been:

- (1) Banned from the market by an authorized government entity prior to the policy period; or
- (2) Distributed or sold by you subsequent to any governmental ban.

**i. Defense Of Claim**

The defense of a claim or “suit” against you for liability arising out of a “product withdrawal”.

**j. Third Party Damages, Fines And Penalties**

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

**k. Pollution-Related Expenses**

Any loss, cost or expense due to any:

- (1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, “pollutants”; or
- (2) Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, “pollutants”.

**2. The following is added to Section III – Limits Of Insurance:**

The most that we will reimburse you for the sum of all “product withdrawal expenses” incurred for all “product withdrawals” initiated during the policy period is the amount shown in the Schedule of this endorsement, regardless of the number of:

- a. Insureds;
- b. “Product withdrawals” initiated; or
- c. “Your products” withdrawn.

**3. Section IV – Commercial General Liability Conditions is amended as follows:**

- a. Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

**2. Duties In The Event Of A Defect Or A Product Withdrawal**

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened “defect” in “your product”, or any governmental investigation, that may result in a “product withdrawal”. To the extent possible, notice should include:
  - (1) How, when and where the “defect” was discovered;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of “your product”.

Your obligation to notify us as soon as practicable is satisfied if you send us written notice as soon as practicable after any of your “executive officers”, directors, partners, insurance managers or legal representatives become aware of or should have become aware of such actual, suspected or threatened “defect” in “your product”, or any governmental investigation, that may result in a “product withdrawal”.

- b. If a “product withdrawal” is initiated, you must:
  - (1) Immediately record the specifics of the “product withdrawal” and the date where it was initiated; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the “product withdrawal” as soon as practicable.

- c. You must promptly take all reasonable steps to mitigate the expenses associated with a “product withdrawal”. Any “profit” that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for “product withdrawal expenses”.
- d. You and any other involved insured must:
  - (1) Immediately send us copies of pertinent correspondence received in connection with the “product withdrawal”;
  - (2) Authorize us to obtain records and other information; and
  - (3) Cooperate with us in our investigation of the “product withdrawal”.

- b. The following Conditions are added:

#### **Concealment Or Fraud**

We will not provide “product withdrawal expense” coverage to you or any other insured who, at any time:

- a. Engaged in fraudulent conduct; or
- b. Intentionally concealed or misrepresented a material fact concerning a “product withdrawal” or “product withdrawal expenses” incurred by you.

#### **Product Tampering Limitation**

When “product tampering” is known, suspected or threatened, a “product withdrawal” will be limited to those batches of “your product” which are known or suspected to have been tampered with.

- 4. The following definitions are added:

- a. “Defect” means a flaw, deficiency or inadequacy that creates a dangerous condition.
- b. “Product tampering” means an act of intentional alteration of “your product” which has caused or is reasonably expected to cause “bodily injury” or physical injury to tangible property other than “your product”.

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

c. "Product withdrawal" means the recall or withdrawal:

- (1) From the market; or
- (2) From use by any other person or organization;

of "your products" or products which contain "your products", because of known or suspected "defects" in "your product" or known or suspected "product tampering" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

- (1) Costs of notification;
- (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
- (3) Costs of overtime paid to your regular non-salary "employees" and costs incurred by your "employees", including costs of transportation and accommodations;
- (4) Costs of computer time;
- (5) Costs of hiring independent contractors and other temporary employees;
- (6) Costs of transportation, shipping or packaging;
- (7) Costs of warehouse or storage space; or
- (8) Costs of proper disposal of "your products" or products that contain "your products" that cannot be reused, not exceeding your purchase price or your costs to produce the products.

e. "Profit" means the positive gain from business operation after subtracting all expenses.

**B. EXTENDED PROPERTY DAMAGE – EXPECTED OR INTENDED INJURY**

Exclusion 2.a. Expected Or Intended Injury under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**C. NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT**

Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is amended as follows:

1. Paragraph (2) is replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;

2. The following is added:

- (6) "Bodily injury" or "property damage" arising out of any aircraft not owned by any insured that is rented or loaned to you with a paid crew.

If other insurance applies to a loss because of “property damage” to non-owned watercraft or aircraft as described in Paragraphs (2) or (6) above, the insurance provided by this Coverage Form does not apply, whether the other insurance is primary, excess, contingent or issued on any other basis.

#### **D. PROPERTY DAMAGE TO BORROWED EQUIPMENT**

1. The following is added to Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

Paragraph (4) of this exclusion does not apply to “property damage” to borrowed equipment while that equipment is:

- a. Not being used to perform operations; and
- b. Away from an insured’s premises.

2. The following is added to Section III – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for “property damage” to borrowed equipment is the amount shown in the Schedule of this endorsement for each “occurrence”.

3. The insurance afforded by Paragraph 1. above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

#### **E. PROPERTY DAMAGE TO CUSTOMERS’ GOODS**

1. The following is added to Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

Paragraphs (3), (4) and (6) of this exclusion do not apply to “property damage” to “customers’ goods” while on your premises.

2. The following is added to Section III – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for “property damage” to “customers’ goods” is the amount shown in the Schedule of this endorsement for each “occurrence”.

3. The insurance afforded by Paragraph 1. above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

4. The following definition is added:

“Customers’ goods” means tangible personal property belonging to your customers and left with you for storage, service or repair. “Customers’ goods” does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Personal property while airborne or waterborne;
- e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft;

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than “autos”, you hold for sale; or
- (2) Rowboats or canoes out of water at your premises; or



**g.** The following property while outside of buildings:

**(1)** Grain, hay, straw or other crops; and

**(2)** Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

#### **F. DAMAGE TO PREMISES RENTED TO YOU**

The following applies only if Damage To Premises Rented To You is not excluded from the policy to which this endorsement is attached:

**1.** The first paragraph following Paragraph **(6)** of Exclusion **2.j.** Damage To Property under Section **I – Coverages**, Coverage **A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III – Limits Of Insurance**.

**2.** The final paragraph of Paragraph **2.** Exclusions under Section **I – Coverages**, Coverage **A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

**3.** Paragraph **6.** under Section **III – Limits Of Insurance** is replaced by the following:

**6.** Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of “property damage” to any one premises while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner, is equal to the Each Occurrence limit shown in the Declarations.

**4.** Paragraph **4.b.(1)(a)(ii)** of the Commercial General Liability Coverage Form, and Paragraph **4.b.(1)(a)(iii)** of the Commercial General Liability Coverage Form (Claims-Made Version) under Section **IV – Commercial General Liability Conditions** are replaced by the following:

That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**5.** Paragraph **a.** of Definition **9.** “insured contract” is replaced by the following:

**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

#### **G. PROPERTY DAMAGE FROM ELEVATOR USE**

**1.** The following is added to Exclusion **2.j.** Damage To Property under Section **I – Coverages**, Coverage **A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply if such “property damage” arises out of the use of elevators at premises you own, rent, lease or occupy.

**2.** The insurance afforded by Paragraph **1.** above is excess over any other valid and collectible insurance which applies to a loss because of “property damage” arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

#### **H. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL**

**1.** Exclusions **2.b.** and **2.c.** under Section **I – Coverages**, Coverage **B – Personal And Advertising Injury Liability** are replaced by the following:

**b. Material Published With Knowledge Of Falsity**

“Personal and advertising injury” arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

“Personal and advertising injury” arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.

2. Paragraphs **d.** and **e.** of the definition of “personal and advertising injury” are replaced by the following:

- d.** Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization, or disparages a person’s or organization’s goods, products or services;
- e.** Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person’s right to privacy;

**I. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND LOSS OF EARNINGS**

Paragraphs **1.b.** and **1.d.** under Section **I – Coverages, Supplementary Payments – Coverages A And B** are replaced by the following:

- b.** Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds;
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to the amount shown in the Schedule of this endorsement because of time off from work;

**J. MEDICAL PERSONNEL**

The following applies only if no other similar coverage is included on or added to the policy to which this endorsement is attached:

- 1. Paragraph **2.a.(1)(d)** under Section **II – Who Is An Insured** does not apply to any registered nurse, licensed practical nurse, certified emergency medical technician or certified paramedic who is employed by you to provide professional health care services, but only while acting within the scope and course of their duties as such.
- 2. The following is added to Section **III – Limits Of Insurance**:

Subject to the General Aggregate limit, the most we will pay under Medical Personnel Coverage is the amount shown in the Schedule of this endorsement for all loss sustained by any one person from professional health services.

**K. BROADENED DEFINITION OF INSURED**

Section **II – Who Is An Insured** is amended as follows:

- 1. The following is added to Paragraph **2.a.**:

Paragraph **(1)** does not apply to managers at the supervisory level or above.

- 2. Paragraph **2.** is amended to include the following as insureds:

Any legally incorporated entity of which you own at least 51% of the voting stock on the inception date of this Coverage Form and on the date of any covered “occurrence”, claim or “suit”.

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

- 3. Paragraph **3.a.** is replaced by the following:

- a.** Coverage for your newly acquired or formed organization shall be:

**(1)** Effective on the date of acquisition or formation; and

(2) Afforded until the end of the policy period of this Coverage Form.

#### **L. AUTOMATIC ADDITIONAL INSUREDS**

The following paragraphs are added to Section II – Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:

##### **a. When Required By Contract Or Agreement**

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”. However:

(1) The person or organization is an insured only to the extent you are held liable due to:

(a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:

(i) This insurance does not apply to any “occurrence” which takes place after you cease to be a tenant in any premises leased to or rented to you; and

(ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;

(b) Your ongoing operations for that insured, whether the work is performed by you or for you;

(c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

(i) This insurance does not apply to any “occurrence” which takes place after the equipment lease expires or you cease to lease that equipment; and

(ii) This insurance does not apply to “bodily injury” or “property damage” arising out of the sole negligence of such person or organization;

(d) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for that state or municipality.

(2) The insurance with respect to any architect, engineer or surveyor does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services by or for you, including:

(a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(b) Supervisory, inspection or engineering services.

(3) This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”.

(4) This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services.

(5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.

(6) A person’s or organization’s status as an insured under this endorsement ends when your operations for that insured are completed.

(7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.

- (8) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to managers or lessors of premises; mortgagees, assignees or receivers; or vendors.

**b. Managers Or Lessors Of Premises**

Any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations.

The following additional exclusions apply to such managers or lessors of premises:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) who leases to you or manages property you rent or lease.

**c. Mortgagees, Assignees Or Receivers**

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

**d. Vendors**

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury" or "property damage", and only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

- (1) The following additional exclusions apply to such vendors:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (h) Any failure to maintain the product in a merchantable condition; or
- (i) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in subparagraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.
  - (3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.
  - (4) This insurance does not apply if “bodily injury” or “property damage” included in the “products-completed operations hazard” is excluded either by the provisions of this insurance or by endorsement.
2. The insurance provided to such automatic additional insureds:
- a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.
3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section III – Limits Of Insurance:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
  - b. Available under the applicable limits of insurance shown in the Declarations,
- whichever is less.
- The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

#### **M. MEDICAL PAYMENTS**

The following applies only if Medical Payments Coverage is not excluded from the policy to which this endorsement is attached:

Paragraph 7. under Section III – Limits Of Insurance is replaced by the following:

- 7. Subject to Paragraph 5. above, the Medical Expense limit is equal to the Medical Expense limit stated in the Declarations or the amount shown in the Schedule of this endorsement, whichever is greater, and is the most we will pay under Coverage C for all medical expenses because of “bodily injury” sustained by any one person.

#### **N. EACH LOCATION AND EACH PROJECT AGGREGATES**

The following is added to Section III – Limits Of Insurance:

- 1. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under Coverage A, and for all medical expenses caused by accidents under Coverage C, which can be attributed only to operations at a single designated covered “location” or covered construction project:
  - a. A separate Each Location or Each Project Aggregate limit applies to each covered “location” or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.
  - b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under Coverage C, regardless of the number of:
    - (1) Insureds;
    - (2) Claims made or “suits” brought; or
    - (3) Persons or organizations making claims or bringing “suits”.

- c. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.
  - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which cannot be attributed only to ongoing operations at a covered "location" or covered project:
- a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and
  - b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.
4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
5. For the purposes of this section of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
6. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section **IV** – Commercial General Liability Conditions:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such "occurrence", offense, claim or "suit".

**P. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

The following is added to Condition 6. Representations under Section **IV** – Commercial General Liability Conditions:

If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an "occurrence" to waive such rights.

**R. LIBERALIZATION**

The following is added to Section **IV** – Commercial General Liability Conditions:



**Liberalization Clause**

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

**S. MENTAL ANGUISH RESULTING FROM BODILY INJURY**

Definition 3. "bodily injury" is replaced by the following:

**3. "Bodily injury" means:**

- a.** Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and
- b.** Death resulting from bodily injury, sickness or disease.

**T. BROADENED DEFINITION OF MOBILE EQUIPMENT**

The following is added to Paragraph **f.(1)** of Definition **12**. "mobile equipment":

This shall not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

All other terms and conditions remain unchanged.





## Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

<b>Limits Of Insurance:</b> \$1,000,000	Each Wrongful Act
\$3,000,000	Aggregate

The following changes apply only to the coverage provided by this endorsement.

A. The following is added to Section I – Coverages:

#### MISCELLANEOUS PROFESSIONAL LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of injury arising out of a "wrongful act" of the insured or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and the duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any report of a "wrongful act" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in Paragraph D. of this endorsement; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A, B And **Miscellaneous Professional Liability**.

- b. This insurance applies to injury only if:

- (1) The injury is caused by a "wrongful act" that takes place in the "coverage territory";
- (2) The injury occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of a "wrongful act" or claim, knew that the injury had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the injury occurred, then any continuation, change or resumption of such injury during or after the policy period will be deemed to have been known prior to the policy period.

- c. Injury which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "wrongful act" or claim, includes any continuation, change or resumption of that injury after the end of the policy period.

- d. Injury will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of a "wrongful act" or claim:
  - (1) Reports all, or any part, of the injury to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for "damages" because of the injury; or
  - (3) Becomes aware by any other means that injury has occurred or has begun to occur.
- e. "Damages" because of "bodily injury" include "damages" claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Actions Of Unauthorized Employees Or Volunteer Workers

Loss of any kind arising out of the acts of any "employee" or "volunteer worker" unless such person is authorized by you to engage in the professional services of your operations. We will, however, cover your legal liability and the legal liability of your managers and "executive officers" in connection with the unauthorized professional services if such services are otherwise covered by this endorsement.

### b. Advertising Injury

"Personal and advertising injury" arising out of:

- (1) The publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity; or
- (2) The publication, in any manner, of information through any advertising, publishing, broadcasting or telecasting business which is owned or operated by you.

### c. Contractual Liability

Liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability for "damages" that:

- (1) Are assumed by the insured in a written contract or agreement that arise out of professional services the insured provided subsequent to the execution of the contract or agreement, provided that the contractually assumed liability results solely from the negligence of the insured; or
- (2) The insured would have in the absence of the contract or agreement.

### d. Discrimination

Discrimination because of age, race, creed, color, sex, disability, national origin, marital status or sexual preference.

### e. Dispensing Of Drugs Or Appliances

Liability arising out of the prescribing, utilization, furnishing or dispensing of drugs or medical, dental or nursing supplies or appliances, except as directed by a physician and in the normal practice of your operations.

### f. Employer's Liability

"Bodily injury" to:

- (1) An "employee", "volunteer worker" or student in training of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee", "volunteer worker" or student in training as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share "damages" with or repay someone else who must pay "damages" because of the "bodily injury".

**g. Employment-Related Practices Liability**

Any claim made by:

(1) A person because of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother, sister or any other legal relative or legal guardian of that person as a consequence of any "damages" or injury to that person against whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share "damages" with or repay someone else who must pay "damages".

**h. ERISA**

Any loss, claim or obligation based on or arising out of any Securities Act or the Employee Retirement Income Security Act of 1974, or amendments or additions thereto.

**i. Failure To Collect Or Pay**

Liability arising out of the inability or failure of the insured or others to collect or pay money.

**j. Fines Or Penalties**

Fines or non-compensatory penalties, or any exemplary or punitive "damages" awarded in any legal proceeding if the legal proceeding is based in whole or in part upon any professional service. Exemplary or punitive "damages" are only excluded in jurisdictions where allowable by statute.

**k. Fraud**

Any dishonest, fraudulent or criminal act or omission by or at the direction of any insured.

**l. Infringement Of Copyright, Trademark Or Patent**

Liability arising out of the infringement of any copyright, trademark or patent.

**m. Intoxication**

Any claim for "damages" caused by any insured listed under Paragraph 1. of Section II – Who Is An Insured while under the influence of intoxicants or narcotics.

**n. Loss To Any Insured**

Loss sustained by any insured or any person who is employed by you (or who has been hired by you) at the time that the "wrongful act" takes place.

**o. Molestation, Sexual Misconduct Or Abuse**

Liability resulting from any actual, threatened, or alleged molestation, sexual misconduct or abuse of any type. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "wrongful act" which caused the injury involved the rendering of or failure to render the professional services of your operations.

**p. Other Activities**

"Damages" arising directly or indirectly from the insured's activities (volunteer or employed) as an officer or director of any organization, corporation, company or business other than which is covered on this policy.

**q. Personal Gain**

Liability arising out of an insured gaining any personal profit or advantage to which they are not legally entitled.

**r. Professional Advice**

Loss of any kind arising directly or indirectly out of the rendering of professional advice that is not usual to the normal activities of your operations.

**s. Specified Professional Services**

Liability arising out of the rendering of or failure to render any professional services by an attorney, architect, engineer, accountant, real estate agent, real estate or investment manager, health care professional or veterinarian. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "wrongful act" which caused the injury involved the rendering of or failure to render such specified professional services.

However, with respect to you and your "employees" only, this exclusion does not apply to services performed by a physician, dentist, psychiatrist, nurse or optometrist, provided that all of the following conditions are met:

- (1) Such professional is not your "employee", "volunteer worker" or student in training;
- (2) You have current documentation of the credentials of such professional; and
- (3) You can provide written evidence that at the time services are performed, there is valid malpractice insurance covering such professional individually.

But in no situation does this insurance apply to liability arising out of:

- (1) Commitment of any person to a psychiatric hospital or mental health institution;
- (2) The operation of any local hospital, residential mental health institution, clinic with bed and board facilities, sanitarium or nursing home; or
- (3) An insured's acts, errors or omissions as a member of a formal accreditation, standards review or similar professional board or committee of any hospital, mental health institution, clinic with bed and board facilities, sanatorium, nursing home, laboratory, professional society or similar organization.

**t. Unrelated Injury**

Any claim for "damages" because of injury not resulting from a "wrongful act".

**u. Violation Of Antitrust Laws**

Liability arising out of unfair competition or violation of any antitrust laws.

**v. Violation Of Statute**

Injury arising out of willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured.

**w. Workers' Compensation**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**B.** The heading for Supplementary Payments – Coverage **A** And **B** under Section **I** – Coverages is amended to read Supplementary Payments – Coverages **A, B** And **Miscellaneous Professional Liability**.

**C.** Section **II** – Who Is An Insured is amended as follows:

1. Paragraph **2.** is replaced by the following:
2. Each of the following is also an insured:
  - a. Your "employees", other than your "executive officers", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your organization;
  - b. Your "volunteer workers", but only for acts within the scope of their duties related to the conduct of your organization;
  - c. Students in training, but only for acts within the scope of their duties related to the conduct of your organization; and

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

However, no "employee", "volunteer worker" or student in training is an insured for:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee", "volunteer worker" or student in training while in the course of his or her employment or while performing duties related to the conduct of your organization;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee", "volunteer worker" or student in training as a consequence of Paragraph **(1)(a)** above; or
- (c)** For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

**(2) "Property damage" to property:**

- (a)** Owned, occupied by, or used by; or
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you or any of your "employees", "volunteer workers" or students in training.

**2. The following is added to Paragraph 3.:**

Miscellaneous Professional Liability does not apply to a "wrongful act" that occurred before you acquired or formed the organization.

**D. Section III – Limits Of Insurance is replaced by the following:**

**LIMITS OF INSURANCE**

1. The limits of insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate limit shown in the Schedule of this endorsement is the most we will pay for the sum of all "damages" because of all injury during the policy period.
3. Subject to Paragraph 2. above, the Each Wrongful Act limit shown in the Schedule of this endorsement is the most we will pay for the sum of all "damages" because of all injury arising out of any one "wrongful act" or a series of interrelated "wrongful acts".
4. The limits of insurance provided by this endorsement are in addition to the limits of insurance provided by the Commercial General Liability Coverage Form.

The limits of insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

The coverage provided by this endorsement does not provide any duplication or overlap of coverage for the same claim or "suit". Two or more claims arising out of a single "wrongful act" or a series of interrelated "wrongful acts" will be treated as a single claim. All such claims, whenever made, will be considered to be first made on the date on which the earliest claim arising out of such "wrongful act" was first made. All such claims are subject to the same limit of insurance. All claims arising out of one "wrongful act" to the same person by one or more insured(s) will be deemed to be one claim and to have been made at the time the first of those claims is made against any insured.

**E. Section IV – Commercial General Liability Conditions is amended as follows:**

1. The heading and Paragraph **a.** of Condition **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit are replaced by the following:

**Duties In The Event Of Wrongful Act, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "wrongful act" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury arising out of the "wrongful act".

2. The following is added to Condition **4.** Other Insurance:

Miscellaneous Professional Liability coverage is excess over any other insurance provided to any insured, whether such other insurance is provided on a primary, excess, contingent or any other basis, unless such other insurance is written to be specifically excess of this insurance.

3. The following condition is added:

**Two Or More Coverage Forms Or Policies Issued By Us**

If the Coverage Form to which this endorsement is attached and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same claim or "suit", the aggregate maximum limit of insurance under all of the Coverage Forms or policies will not exceed the highest applicable limit of insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over the coverage provided by this endorsement.

- F. The following are added to the Definitions section:

"Damages" means a monetary judgment, award or settlement. "Damages" does not include:

- a. Fines, sanctions or penalties;
- b. Punitive or exemplary damages, or the multiplied portion of any damages including trebling of damages, except in jurisdictions where required by statute; or
- c. Claims or "suits" arising out of emotional distress or mental anguish alleged by anyone other than a client receiving your services.

"Wrongful act" means any actual or alleged negligent act, error or omission in the rendering of or failure to render professional services to others arising out of your operations, including the furnishing of food, beverages, medications or appliances in connection with those operations.

All other terms and conditions remain unchanged.



**COMMERCIAL GENERAL LIABILITY**  
POLICY NUMBER: HUP2816-03

## Markel Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### ABUSE OR MOLESTATION COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

Abuse Or Molestation Limits Of Insurance	\$1,000,000	Each Person
	\$1,000,000	Aggregate

The following changes apply only to the coverage provided by this endorsement.

- A.** The following exclusion is added to Paragraph **2.** Exclusions under Section **I – Coverages**, Coverage **A – Bodily Injury** And Property Damage Liability and Coverage **B – Personal And Advertising Injury** Liability:

This insurance does not apply to:

#### **Abuse Or Molestation**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual or threatened abuse, molestation or exploitation by anyone. This exclusion applies even if the claim against the insured alleges negligence or other wrongdoing in the employment, investigation, supervision, reporting to the proper authorities or failure to so report, training or retention.

- B.** The following is added to Section **I – Coverages**:

#### **ABUSE OR MOLESTATION COVERAGE**

##### **1. Insuring Agreement**

- a.** We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" arising out of abuse, molestation or exploitation to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking such damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. Nor do we have a duty to defend any insured who is alleged to have taken part in the abuse, molestation or exploitation. We may, at our discretion, investigate and settle any claim or "suit" that may result. But:
- (1)** The amount we will pay for damages is limited as described in Paragraph **C.** Limits Of Insurance below; and
  - (2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Abuse Or Molestation Coverage.
- b.** This insurance applies to "bodily injury" arising out of abuse, molestation or exploitation only if the abuse, molestation or exploitation:
- (1)** Takes place in the "coverage territory";



(2) Results from the insured's negligence in employment, investigation, supervision, reporting to the proper authorities or failure to so report, training or retention; and

(3) First occurs during the policy period.

- c. Abuse, molestation or exploitation which first occurs during the policy period includes any continuation, change or resumption of that abuse, molestation or exploitation after the end of the policy period.
- d. Multiple acts of abuse, molestation or exploitation of any one person by one or more perpetrators will be deemed to have first occurred at the time of the first act of such abuse, molestation or exploitation and shall be subject to the coverage and limits in effect at the time of the first act of abuse, molestation or exploitation.

## 2. Exclusions

This insurance does not apply to:

### a. Fines And Penalties

Any fines, penalties, punitive damages, exemplary damages or aggravated damages.

### b. Participating Insured

Any insured who takes part in the abuse, molestation or exploitation.

### c. Passive Insured

Any insured who remains passive upon gaining knowledge of any actual, alleged or threatened abuse, molestation or exploitation.

## C. Section III – Limits Of Insurance is replaced by the following:

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay under Abuse Or Molestation Coverage regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate limit shown in the Schedule of this endorsement is the most we will pay under Abuse Or Molestation Coverage for the sum of all damages.
3. Subject to Paragraph 2. above, the Each Person limit shown in the Schedule of this endorsement is the most we will pay under Abuse Or Molestation Coverage for damages because of "bodily injury" arising out of abuse, molestation or exploitation committed upon any one person, regardless of the number of acts of abuse, molestation or exploitation committed, the period of time over which such acts occur, or the number of perpetrators taking part in the abuse, molestation or exploitation.
4. The coverage provided by this endorsement does not provide any duplication or overlap of any other coverage provided elsewhere in this policy. No coverage is provided for abuse, molestation or exploitation under this policy except as provided in this endorsement.
5. The Limits of Insurance provided by this endorsement are in addition to, not part of, the Limits of Insurance provided by the Commercial General Liability Coverage Form.

The Limits of Insurance shown in the Schedule of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the Commercial General Liability Coverage Form, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## D. Section IV – Commercial General Liability Conditions is amended as follows:

1. The heading and Paragraph a. of Condition 2. is replaced by the following:

**2. Duties In The Event Of Abuse, Molestation, Exploitation, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an act or allegation of abuse, molestation or exploitation which may result in a claim. To the extent possible, notice should include:
- (1) How, when and where the abuse, molestation or exploitation took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the abuse, molestation or exploitation.

**2. The following is added to Paragraph b. Excess Insurance of Condition 4. Other Insurance:**

The insurance provided by this endorsement is excess over any other insurance provided to any insured, whether such other insurance is provided on a primary, excess, contingent or any other basis, unless such other insurance is written to be specifically excess of this insurance.

**3. The following Condition is added:**

**Multiple Coverage Forms Or Policies Issued By Us**

When two or more Coverage Forms or policies issued by us or any other Markel Corporation owned or operated insurance company apply to the same claim, "suit" or loss, the maximum limit of our liability under all such Coverage Forms or policies combined shall not exceed the highest applicable limit of liability under any one Coverage Form or policy among them.

**E. Definition 3. "bodily injury" under Section V – Definitions is amended as follows:**

"Bodily injury" means bodily injury, sickness, disease, mental anguish or emotional distress sustained by a person, including death resulting from any of these at any time.

All other terms and conditions remain unchanged.



## Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXCLUSION – SEXUALLY TRANSMITTED DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph **2**. Exclusions of Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability and Coverage **B** – Personal And Advertising Injury Liability:

This insurance does not apply to:

#### **Sexually Transmitted Disease**

Any claim, "suit", or cause of action arising from instances, "occurrences" or allegations involving sexually transmitted diseases, including Acquired Immune Deficiency Syndrome (AIDS).

This exclusion applies even if the claim, "suit" or cause of action against the insured alleges negligence or other wrongdoing in the:

- (1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a sexually transmitted disease;
- (2) Testing for a sexually transmitted disease;
- (3) Failure to prevent the spread of the sexually transmitted disease; or
- (4) Failure to report the sexually transmitted disease to the proper authorities.

All other terms and conditions remain unchanged.



## Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following is added to Paragraph **2. Exclusions** under Section **I – Coverages**, Coverage **A – Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

**Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "unmanned aircraft".

This exclusion does not serve to create coverage for "bodily injury" or "property damage" that is otherwise excluded under this Coverage Form.

- B.** The following is added to Paragraph **2. Exclusions** under Section **I – Coverages**, Coverage **B – Personal And Advertising Injury Liability**:

This insurance does not apply to:

**Unmanned Aircraft**

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any "unmanned aircraft".

This exclusion does not apply to:

- (1) The use of another's advertising idea in your "advertisement"; or
- (2) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

- C.** The following is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

All other terms and conditions remain unchanged.



**COMMERCIAL GENERAL LIABILITY**  
POLICY NUMBER: HUP2816-03

## Markel Insurance Company

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

### **CONFIRMATION OF EXCLUSION OF CERTIFIED ACTS OF TERRORISM COVERAGE – TERRORISM RISK INSURANCE ACT**

#### **SCHEDULE**

Terrorism Premium:	██████████
Federal Share Of Terrorism Losses:	85% In 2015
	84% In 2016
	83% In 2017
	82% In 2018
	81% In 2019
	80% In 2020

#### **Disclosure Of Premium**

We have notified you that under the Terrorism Risk Insurance Act we must make certified acts of terrorism coverage available in the policies we offer. At that time we advised you that the premium for such terrorism coverage would be the amount shown in the Schedule of this notice.

#### **Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in the Schedule of this notice) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If you have not indicated to us or your agent that certified acts of terrorism coverage is desired, a certified act of terrorism exclusion will be attached to your policy and we will not charge your policy for terrorism coverage.

If you desire to purchase terrorism coverage, please contact us or your agent.



## Markel Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **EXCLUSION – FUNGI OR BACTERIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
GARAGE COVERAGE FORM  
FARM LIABILITY COVERAGE FORM

**A. The following is added to the Exclusions Section:**

**Fungi Or Bacteria**

**1. This insurance does not apply to:**

- a.** “Bodily injury”, “property damage”, “personal and advertising injury”, “personal injury” or “advertising injury” which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any “fungi” or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “fungi” or bacteria, by any “insured” or by any other person or entity.
- c.** Costs and expenses to investigate or defend any claim or “suit” or payment of any fine or penalty for the exclusions in Paragraphs **a.** or **b.** above.

**2. This exclusion applies:**

- a.** Regardless of whether such is included within the “products-completed operations hazard”.
- b.** To any obligations to share damages with or repay someone else who must pay damages; and
- c.** To any “fungi” existing, emanating from or moving anywhere indoors or outdoors.

This exclusion does not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

**B. The following definition is added to the Definitions Section:**

“Fungi” means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**C. The addition of this Endorsement does not imply that other provisions, including but not limited to any pollution exclusion, do not also exclude coverage for “fungi” related injury, damage, expense, cost, loss, liability or legal obligation.**

All other terms and conditions unchanged.



## Markel Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
FARM LIABILITY COVERAGE FORM

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on the endorsement may or may not be defined in all Coverage Forms.

**A.** The following exclusion is added:

#### **Asbestos**

This insurance does not apply to, nor shall we have any duty to defend, any:

1. Loss arising out of "bodily injury", "property damage", "personal and advertising injury", "personal injury" or "advertising injury" arising in whole or in part, either directly or indirectly out of asbestos.
2. Legal obligation of any "insured" for indemnification or contribution due to damages arising out of "bodily injury", "property damage", "personal and advertising injury", "personal injury" or "advertising injury" arising out of or caused by asbestos.
3. Loss, cost, expense or damages arising out of any:
  - a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, abate, contain, treat, or neutralize asbestos or in any way respond to, or assess the effects of asbestos; or
  - b. Claim or "suit" relating to testing for, monitoring, cleaning up, removing, abating, containing, treating, or neutralizing asbestos or in any way responding to, or assessing the effects of asbestos.

The addition of this endorsement does not imply that other provisions, including but not limited to any pollution exclusion, do not also exclude coverage for asbestos related injury, damage, expense, cost, loss, liability or legal obligation.

This exclusion applies despite any legal form a claim may take. For instance, there is no coverage for a claim alleging that any "insured" was negligent or in breach of contract by maintaining premises where the "insured" knew, or should have known, asbestos exposure existed.

- B.** For the purpose of this endorsement, asbestos means any form of asbestos or asbestos-containing material, including but not limited to asbestos or asbestos-containing material that is:
1. Airborne as a fiber, particle or dust;
  2. Contained in a product;
  3. Carried or transmitted on clothing or by any other means;
  4. Inhaled or ingested; or
  5. Contained in or a part of any:
    - a. Building, building material or insulation product; or
    - b. Component part of any building, building material or insulation product.

All other terms and conditions remain unchanged.





## Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXCLUSION – LEAD LIABILITY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
FARM LIABILITY COVERAGE FORM

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on the endorsement may or may not be defined in all Coverage Forms.

The following exclusion is added:

#### Lead Liability

This insurance does not apply to, nor shall we have any duty to defend, any:

1. Loss arising out of "bodily injury", "property damage", "personal and advertising injury", "personal injury" or "advertising injury" arising out of or caused by lead or any material or substance containing lead;
2. Legal obligation of any "insured" for indemnification or contribution due to damages arising out of "bodily injury", "property damage", "personal and advertising injury", "personal injury" or "advertising injury" arising out of or caused by lead or any material or substance containing lead; or
3. Loss, cost, expense or damages arising out of any:
  - a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, abate, contain, treat, or neutralize lead or any material or substance containing lead, or in any way respond to, or assess the effects of lead; or
  - b. Claim or "suit" relating to, testing for, monitoring, cleaning up, removing, abating, containing, treating, or neutralizing lead or any material or substance containing lead, or in any way responding to, or assessing the effects of lead.

The addition of this endorsement does not imply that other provisions, including but not limited to any pollution exclusion, do not also exclude coverage for lead-related injury, damage, expense, cost, loss, liability or legal obligation.

This exclusion applies despite any legal form a claim may take. For instance, there is no coverage for a claim alleging that any "insured" was negligent or in breach of contract by maintaining premises where the "insured" knew, or should have known, lead exposure existed.

All other terms and conditions remain unchanged.



## **Markel Insurance Company**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **EXCLUSION – PUNITIVE DAMAGES**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
FARM LIABILITY COVERAGE FORM

The following exclusion is added:

This insurance does not apply to:

#### **Punitive Damages**

1. Punitive or exemplary damages;
2. Fines, penalties or sanctions imposed by law; or
3. Defense costs related to any of the above.

All other terms and conditions remain unchanged.

**MARKEL INSURANCE COMPANY****COMMERCIAL INLAND MARINE COVERAGE PART  
DECLARATIONS****Policy No.** HUP2816-03**Effective Date:** 09/12/2019 ,  
12:01 A.M. Standard Time**BUSINESS DESCRIPTION**

Child Welfare

**INLAND MARINE SCHEDULE**

<u>ITEM</u>	<u>COVERAGE</u>	<u>PREMIUM</u>
	Miscellaneous Articles	

TOTAL PREMIUM FOR INLAND MARINE COVERAGE PART:

**FORMS AND ENDORSEMENTS**

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue :  
See Schedule of Forms and Endorsements

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S)  
AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

**COMMERCIAL INLAND MARINE**  
**CM 00 01 09 04**

## COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

### LOSS CONDITIONS

#### A. Abandonment

There can be no abandonment of any property to us.

#### B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

#### C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

#### D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

#### E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of the loss; or
- b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

#### **F. Other Insurance**

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

#### **G. Pair, Sets Or Parts**

##### **1. Pair Or Set**

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

##### **2. Parts**

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

#### **H. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

#### **I. Reinstatement Of Limit After Loss**

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

#### **J. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance; or
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you.

This will not restrict your insurance.

#### **GENERAL CONDITIONS**

##### **A. Concealment, Misrepresentation Or Fraud**

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

##### **B. Control Of Property**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

##### **C. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

**D. No Benefit To Bailee**

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

**E. Policy Period, Coverage Territory**

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

**F. Valuation**

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

COMMERCIAL INLAND MARINE  
CM 01 09 09 00

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WYOMING CHANGES – LEGAL ACTION AGAINST US AND LOSS PAYMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL INLAND MARINE COVERAGE PART

- A.** In accordance with Wyoming law, the provisions of Loss Condition **E. Loss Payment** in the Commercial Inland Marine Conditions stating when we will pay for loss are replaced by the following:
- Claims for benefits under this Coverage Part shall be rejected or accepted and paid by us or our agent designated to receive those claims within 45 days after receipt of the claim and supporting bills.
- B.** General Condition **C. Legal Action Against Us** in the Commercial Inland Marine Conditions is replaced by the following:
- No one may bring a legal action against us under this Coverage Part unless:
1. There has been full compliance with all of the terms of this Coverage Part; and
  2. The action is brought within 4 years after the date on which the direct physical loss or damage was discovered by you.





RATES AND PREMIUMS			
<b>Nonreporting</b>			
<b>Rates</b>	<u>Included</u>	<b>Premium</b>	<u>Included</u>
<b>Reporting</b>			
<b>Deposit Premium</b>			\$ _____
<b>Minimum Premium</b>			\$ _____
<b>Reporting Period</b>			\$ _____
<b>Premium Adjustment Period</b>			\$ _____
<b>Premium Base</b>			\$ _____
<b>Rates</b>			\$ _____ per \$100

**SPECIAL PROVISIONS (if any)**

POLICY NUMBER: HUP2816-03

COMMERCIAL INLAND MARINE  
IH 00 79 07 99

## MISCELLANEOUS ARTICLES COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

### A. Coverage

We will pay for loss of or damage to Covered Property from any of the Covered Causes of Loss.

#### 1. Covered Property

Covered Property, as used in this Coverage Form, means the property described in the Declarations that:

- a. You own; or
- b. Is in your care, custody or control.

#### 2. Property Not Covered

Covered Property does not include:

- a. Real property;
- b. Aircraft, Motor Vehicles designed for highway use or Watercraft;
- c. Property after it is sold and delivered or otherwise disposed of, including property sold under a deferred payment sales agreement; or
- d. Contraband, or property in the course of illegal transportation or trade.

#### 3. Covered Causes Of Loss

Covered Causes of Loss means Risks Of Direct Physical Loss Or Damage to Covered Property except those causes of loss listed in the Exclusions.

#### 4. Additional Acquired Property

If during the policy period you take possession of additional property of a type already covered by this coverage form, we will cover such property for up to 30 days, but not beyond the end of the policy period. The most we will pay in a loss or damage is the lesser of:

- a. 25% of the total Limit of Insurance shown in the Declarations for all individually listed and described items; or
- b. \$10,000 for any one item.

You will report values of such property to us within 30 days after you take possession and will pay any additional premium due. If you do not report such property, coverage will cease automatically 30 days after the date the property is acquired or at the end of the policy period, whichever occurs first.

The Coinsurance Additional Condition does not apply to this coverage.

This Additional Coverage does not increase the applicable Limit of Insurance shown in the Declarations.

### B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

#### a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

#### b. Nuclear Hazard

- (1) Nuclear reaction or radiation, or radioactive contamination, however caused.
- (2) But if nuclear reaction or radiation, radioactive contamination, results in fire, we will pay for the direct loss or damage caused by that fire.

#### c. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

#### d. Neglect

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

Exclusions B.1.a. through B.1.d. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Denting, chipping, marring, scratching.
- b. Delay, loss of use, loss of market or any other consequential loss.
- c. Dishonest or criminal act committed by:

(1) You, any of your partners, employees, directors, trustees, or authorized representatives;

(2) A manager or a member if you are a limited liability company;

Anyone else with an interest in the (3) property, or their employees or authorized representatives; or

(4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- d. Breakdown of refrigeration equipment.

But we will pay for such loss or damage caused directly by fire, lightning, explosion, windstorm, vandalism, aircraft, rioters, strikers, theft or attempted theft, or by "accident" to the vehicle carrying the property if these causes of loss would be covered under this Coverage Form.

- e. Processing or work upon the property.

But we will pay for direct loss or damage caused by resulting fire or explosion if these causes of loss would be covered under this Coverage Form.

- f. Theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry. But this exclusion does not apply to property in the custody of a carrier for hire.

This Theft From Any Unattended Vehicle Exclusion applies unless otherwise indicated in the Declarations.

- g. Unexplained disappearance.

- h. Shortage upon taking inventory.

- i. Artificially generated current creating a short circuit or other electrical disturbance within an article covered under this Coverage Form.

This exclusion applies only to loss or damage to that article in which the disturbance occurs.

- j. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

- k. Unauthorized instructions to transfer property to any person or to any place.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

- a. Wear and tear, depreciation.

- b. Any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration.

- c. Mechanical breakdown.

- d. Insects, vermin or rodents.

- e. Corrosion, rust, dampness, extremes of temperature.

**C. Limits Of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

**D. Deductible**

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

**E. Additional Conditions**

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

**1. Coverage Territory**

We cover property wherever located.

**2. Coinsurance**

All items must be covered for their total value as of the time of loss or damage or you will incur a penalty.

The penalty is that we will pay only the proportion of any loss or damage to these items that the Limit of Insurance shown in the Declarations for them bears to their value as of the time of loss or damage. We will use the following steps:

- a. Divide the Limit of Insurance of the lost or damaged item of Covered Property by the value of the item at the time of loss or damage;

- b. Multiply the total amount of loss or damage, before the application of any deductible, by the figure determined in Step a.;

- c. Subtract the deductible from the figure determined in Step b.

We will pay the amount determined in Step c. or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

**F. Definitions**

"Accident" means:

1. Upset or overturn of the transporting vehicle; or
2. The violent and accidental contact of the transporting vehicle with another vehicle or object, but not including:
  - a. The roadbed or curbing;
  - b. Rails or ties of street, steam or electric railroad; or
  - c. Any stationary object while backing for loading or unloading purposes.



## Markel Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **MOLD EXCLUSION**

This endorsement modifies insurance provided under the following:

ANNUAL TRANSIT COVERAGE FORM  
AUCTION HOUSE COVERAGE FORM  
BAILEE'S CUSTOMER INSURANCE  
BUILDERS RISK COVERAGE FORM  
COMMERCIAL ARTIST COVERAGE FORM  
COMPUTER SYSTEMS COVERAGE FORM  
CONSERVATOR COVERAGE FORM  
CONTRACTORS EQUIPMENT COVERAGE FORM  
CORPORATE FINE ARTS COLLECTION COVERAGE FORM  
EXHIBITION COVERAGE FORM  
FINE ART DEALER COVERAGE FORM  
INSTALLATION COVERAGE FORM  
MISCELLANEOUS ARTICLES COVERAGE FORM  
MOTOR TRUCK CARGO-CARRIERS COVERAGE FORM  
MOTOR TRUCK CARGO-OWNERS COVERAGE FORM  
MUSEUM COVERAGE FORM  
RADIO AND TELEVISION TOWERS AND EQUIPMENT COVERAGE FORM  
TRIP TRANSIT COVERAGE FORM  
WAREHOUSE OPERATORS LEGAL LIABILITY COVERAGE FORM

The following Exclusion is added to Section **B. Exclusions**:

We will not pay for loss or damage caused directly or indirectly by or resulting directly or indirectly from "mold" existing, emanating or moving anywhere indoors and outdoors. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

This Exclusion applies to:

1. The actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, presence, growth or reproduction of "mold" as well as testing for, monitoring, cleaning up, removing, abating, mitigating, remediating, disposing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the concentration or effect of "mold"; and
2. The cost of rebuilding, restoring, repairing or replacing any real or personal property, diminution in property value or any consequential loss, damage or expense caused directly or indirectly by or resulting directly or indirectly from "mold".

As used in this endorsement, the following term has the following meaning:

"Mold" means any permanent or transient fungus, mold, mildew or mycotoxin, or any of the spores, scents or by-products resulting therefrom regardless of whether they are determined to cause loss or damage.

All other terms and conditions remain the same.



## MARKEL INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### EARTHQUAKE EXCLUSION

This endorsement modifies insurance provided under the following:

ANNUAL TRANSIT COVERAGE FORM  
AUCTION HOUSE COVERAGE FORM  
BAILEES CUSTOMERS COVERAGE FORM  
COMMERCIAL ARTIST COVERAGE FORM  
COMPUTER SYSTEMS COVERAGE FORM  
CONSERVATOR COVERAGE FORM  
CONTRACTORS EQUIPMENT COVERAGE FORM  
CORPORATE FINE ARTS COLLECTION COVERAGE FORM  
DIFFERENCE IN CONDITIONS COVERAGE FORM  
EXHIBITION COVERAGE FORM  
FINE ART DEALER COVERAGE FORM  
MISCELLANEOUS ARTICLES COVERAGE FORM  
MOTOR TRUCK CARGO CARRIERS COVERAGE FORM  
MOTOR TRUCK CARGO OWNERS COVERAGE FORM  
MUSEUM COVERAGE FORM  
RADIO AND TELEVISION TOWERS AND EQUIPMENT COVERAGE FORM  
TRIP TRANSIT COVERAGE FORM  
WAREHOUSE OPERATORS LEGAL LIABILITY COVERAGE FORM

The following Exclusion is added to Section **B. Exclusions**:

Earthquake, but we will pay for direct loss or damage caused by resulting fire, explosion or theft if these causes of loss would be covered under this Coverage Form.

This Exclusion does not apply to property in transit.

All other terms and conditions remain the same.





**COMMERCIAL INLAND MARINE**  
POLICY NUMBER: HUP2816-03

## Markel Insurance Company

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

### **CONFIRMATION OF EXCLUSION OF CERTIFIED ACTS OF TERRORISM COVERAGE – TERRORISM RISK INSURANCE ACT**

#### **SCHEDULE**

Terrorism Premium:	██████████
Federal Share Of Terrorism Losses:	85% In 2015
	84% In 2016
	83% In 2017
	82% In 2018
	81% In 2019
	80% In 2020

#### **Disclosure Of Premium**

We have notified you that under the Terrorism Risk Insurance Act we must make certified acts of terrorism coverage available in the policies we offer. At that time we advised you that the premium for such terrorism coverage would be the amount shown in the Schedule of this notice.

#### **Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in the Schedule of this notice) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If you have not indicated to us or your agent that certified acts of terrorism coverage is desired, a certified act of terrorism exclusion will be attached to your policy and we will not charge your policy for terrorism coverage.

If you desire to purchase terrorism coverage, please contact us or your agent.



# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

 DATE (MM/DD/YYYY)  
10/4/19

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PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

**PROPERTY INFORMATION** (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION  
Loc 4: 43 Posten Rd, Cody, WY 82414

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>COVERAGE INFORMATION</b>		PERILS INSURED		<input type="checkbox"/> BASIC	<input type="checkbox"/> BROAD	<input type="checkbox"/> SPECIAL
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$				DED:		
		YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: Actual Loss Sustained; # of months:	
BLANKET COVERAGE		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
FUNGUS EXCLUSION (If "YES", specify organization's form used)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
- Demolition Costs		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
- Incr. Cost of Construction		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
EARTH MOVEMENT (If Applicable)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
FLOOD (If Applicable)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

CONTRACT OF SALE <input checked="" type="checkbox"/> MORTGAGEE		LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE		LENDER SERVICING AGENT NAME AND ADDRESS	
NAME AND ADDRESS Freedom Mortgage Corporation PO Box 4025 Coraopolis, PA 15108				AUTHORIZED REPRESENTATIVE 	

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# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

 DATE (MM/DD/YYYY)  
10/4/19

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PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

 LOCATION / DESCRIPTION  
 Loc 4: 43 Posten Rd, Cody, WY 82414

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## COVERAGE INFORMATION

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

<input checked="" type="checkbox"/> CONTRACT OF SALE <input checked="" type="checkbox"/> MORTGAGEE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
NAME AND ADDRESS Freedom Mortgage Corporation PO Box 4025 Coraopolis, PA 15108		AUTHORIZED REPRESENTATIVE 

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# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

 DATE (MM/DD/YYYY)  
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PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

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## COVERAGE INFORMATION

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

CONTRACT OF SALE <input checked="" type="checkbox"/> MORTGAGEE		LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE		LENDER SERVICING AGENT NAME AND ADDRESS	
NAME AND ADDRESS JP Morgan Chase Bank, NA Its successors and/or assigns PO Box 100564 Florence, SC 29502				AUTHORIZED REPRESENTATIVE 	

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# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

 DATE (MM/DD/YYYY)  
10/4/19

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PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

 LOCATION / DESCRIPTION  
 Loc 4: 43 Posten Rd, Cody, WY 82414

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## COVERAGE INFORMATION

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

CONTRACT OF SALE <input checked="" type="checkbox"/> MORTGAGEE		LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE		LENDER SERVICING AGENT NAME AND ADDRESS	
NAME AND ADDRESS JP Morgan Chase Bank, NA Its successors and/or assigns PO Box 100564 Florence, SC 29502				AUTHORIZED REPRESENTATIVE 	

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# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

 DATE (MM/DD/YYYY)  
10/4/19

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

 LOCATION / DESCRIPTION  
 Loc 4: 43 Posten Rd, Cody, WY 82414

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE <input checked="" type="checkbox"/> Loss Payee	LENDER SERVICING AGENT NAME AND ADDRESS  AUTHORIZED REPRESENTATIVE <i>John K. Clark</i>
NAME AND ADDRESS Ocwen Loan Services PO Box 659826 San Antonio, TX 78265		

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# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

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PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

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 Loc 4: 43 Posten Rd, Cody, WY 82414

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## COVERAGE INFORMATION

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE <input checked="" type="checkbox"/> Loss Payee	LENDER SERVICING AGENT NAME AND ADDRESS  AUTHORIZED REPRESENTATIVE <i>John K. Clark</i>
NAME AND ADDRESS Ocwen Loan Services PO Box 659826 San Antonio, TX 78265		

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# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

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10/4/19

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PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

### LOCATION / DESCRIPTION

Loc 1: 112 Safe Haven Rd, Powell, WY 82435

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE <input checked="" type="checkbox"/> Loss Payee	LENDER SERVICING AGENT NAME AND ADDRESS  AUTHORIZED REPRESENTATIVE <i>John K. Clark</i>
NAME AND ADDRESS Wells Fargo Bank, NA 102 E 2nd St Powell, WY 82435		

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# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

 DATE (MM/DD/YYYY)  
10/4/19

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PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

 LOCATION / DESCRIPTION  
 Loc 1: 112 Safe Haven Rd, Powell, WY 82435

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## COVERAGE INFORMATION

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
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EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE <input checked="" type="checkbox"/> Loss Payee	LENDER SERVICING AGENT NAME AND ADDRESS  AUTHORIZED REPRESENTATIVE <i>John K. Clark</i>
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CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

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**LOCATION / DESCRIPTION**

Loc 1: 112 Safe Haven Rd, Powell, WY 82435

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**COVERAGE INFORMATION**

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE <input checked="" type="checkbox"/> Loss Payee	LENDER SERVICING AGENT NAME AND ADDRESS
NAME AND ADDRESS Wells Fargo Bank, NA 102 E 2nd St Powell, WY 82435		AUTHORIZED REPRESENTATIVE 

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# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

 DATE (MM/DD/YYYY)  
10/4/19

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PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

### LOCATION / DESCRIPTION

Loc 1: 112 Safe Haven Rd, Powell, WY 82435

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE <input checked="" type="checkbox"/> Loss Payee	LENDER SERVICING AGENT NAME AND ADDRESS  AUTHORIZED REPRESENTATIVE <i>John K. Clark</i>
NAME AND ADDRESS Wells Fargo Bank, NA 102 E 2nd St Powell, WY 82435		

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# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

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PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

### LOCATION / DESCRIPTION

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## COVERAGE INFORMATION

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE <input checked="" type="checkbox"/> Loss Payee	LENDER SERVICING AGENT NAME AND ADDRESS  AUTHORIZED REPRESENTATIVE <i>John K. Clark</i>
NAME AND ADDRESS Wells Fargo Bank, NA 102 E 2nd St Powell, WY 82435		

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# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

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PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

### LOCATION / DESCRIPTION

Loc 1: 112 Safe Haven Rd, Powell, WY 82435

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## COVERAGE INFORMATION

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

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## ADDITIONAL INTEREST

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NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
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## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

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## COVERAGE INFORMATION

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
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ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
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- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

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10/4/19

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PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

### LOCATION / DESCRIPTION

Loc 1: 112 Safe Haven Rd, Powell, WY 82435

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
			YES	NO	N/A
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BLANKET COVERAGE			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TERRORISM COVERAGE			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IS DOMESTIC TERRORISM EXCLUDED?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LIMITED FUNGUS COVERAGE			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FUNGUS EXCLUSION (If "YES", specify organization's form used)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
REPLACEMENT COST			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AGREED VALUE			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COINSURANCE			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EQUIPMENT BREAKDOWN (If Applicable)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Demolition Costs			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
- Incr. Cost of Construction			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EARTH MOVEMENT (If Applicable)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FLOOD (If Applicable)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

CONTRACT OF SALE MORTGAGEE		LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE		LENDER SERVICING AGENT NAME AND ADDRESS	
NAME AND ADDRESS Wells Fargo Bank, NA 102 E 2nd St Powell, WY 82435		<input checked="" type="checkbox"/> Loss Payee		AUTHORIZED REPRESENTATIVE 	

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# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

 DATE (MM/DD/YYYY)  
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PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

### LOCATION / DESCRIPTION

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## COVERAGE INFORMATION

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE <input checked="" type="checkbox"/> Loss Payee	LENDER SERVICING AGENT NAME AND ADDRESS
NAME AND ADDRESS Wells Fargo Bank, NA 102 E 2nd Street Powell, WY 82435		AUTHORIZED REPRESENTATIVE 

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# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

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PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

 LOCATION / DESCRIPTION  
 Loc 1: 112 Safe Haven Rd, Powell, WY 82435

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## COVERAGE INFORMATION

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE <input checked="" type="checkbox"/> Loss Payee	LENDER SERVICING AGENT NAME AND ADDRESS  AUTHORIZED REPRESENTATIVE <i>John K. Clark</i>
NAME AND ADDRESS Wells Fargo Bank, NA 102 E 2nd Street Powell, WY 82435		



# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

 DATE (MM/DD/YYYY)  
10/4/19

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PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

 LOCATION / DESCRIPTION  
 Loc 1: 112 Safe Haven Rd, Powell, WY 82435

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## COVERAGE INFORMATION PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	YES	NO	N/A	If YES, LIMIT: Actual Loss Sustained; # of months:	
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE <input checked="" type="checkbox"/> Loss Payee	LENDER SERVICING AGENT NAME AND ADDRESS
NAME AND ADDRESS Wells Fargo Bank, NA 102 E 2nd Street Powell, WY 82435		AUTHORIZED REPRESENTATIVE 



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PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

**PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY**
**LOCATION / DESCRIPTION**

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**COVERAGE INFORMATION**

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE <input checked="" type="checkbox"/> Loss Payee	LENDER SERVICING AGENT NAME AND ADDRESS
NAME AND ADDRESS Wells Fargo Bank, NA 102 E 2nd Street Powell, WY 82435		AUTHORIZED REPRESENTATIVE 

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# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

 DATE (MM/DD/YYYY)  
10/4/19

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

 LOCATION / DESCRIPTION  
 Loc 1: 112 Safe Haven Rd, Powell, WY 82435

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE <input checked="" type="checkbox"/> Loss Payee	LENDER SERVICING AGENT NAME AND ADDRESS  AUTHORIZED REPRESENTATIVE <i>John K. Clark</i>
NAME AND ADDRESS Wells Fargo Bank, NA 102 E 2nd Street Powell, WY 82435		





# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

 DATE (MM/DD/YYYY)  
10/4/19

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PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
				THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

### LOCATION / DESCRIPTION

Loc 1: 112 Safe Haven Rd, Powell, WY 82435

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## COVERAGE INFORMATION

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE <input checked="" type="checkbox"/> Loss Payee	LENDER SERVICING AGENT NAME AND ADDRESS  AUTHORIZED REPRESENTATIVE <i>John K. Clark</i>
NAME AND ADDRESS Wells Fargo Bank, NA 102 E 2nd Street Powell, WY 82435		





# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

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PRODUCER NAME, CONTACT PERSON AND ADDRESS CBI Insurance Agency Inc		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Markel Insurance Company		NAIC NO: 38970	
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
						<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
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## COVERAGE INFORMATION PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	YES	NO	N/A	If YES, LIMIT: Actual Loss Sustained; # of months:	
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AGREED VALUE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
COINSURANCE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, 90 %	
EQUIPMENT BREAKDOWN (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
- Demolition Costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
- Incr. Cost of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT: DED:	
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE <input checked="" type="checkbox"/> Loss Payee	LENDER SERVICING AGENT NAME AND ADDRESS  AUTHORIZED REPRESENTATIVE <i>John K. Clark</i>
NAME AND ADDRESS Wells Fargo Bank, NA 102 E 2nd Street Powell, WY 82435		

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# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

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FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE			
NAMED INSURED AND ADDRESS Trinity Teen Solutions, Inc.; Trinity Girls Ranch;				LOAN NUMBER		POLICY NUMBER HUP2816-03	
ADDITIONAL NAMED INSURED(S)				EFFECTIVE DATE 9/12/19		EXPIRATION DATE 9/12/20	
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## PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

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## COVERAGE INFORMATION

 PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$			DED:		
	YES	NO	N/A		
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, indicate value(s) reported on property identified above: \$	
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LIMITED FUNGUS COVERAGE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
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EARTH MOVEMENT (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
FLOOD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
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NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE <input checked="" type="checkbox"/> Loss Payee	LENDER SERVICING AGENT NAME AND ADDRESS
NAME AND ADDRESS Wells Fargo Bank, NA 102 E 2nd Street Powell, WY 82435		AUTHORIZED REPRESENTATIVE 

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